G. R. S. IX-5]

Previous references.

File No. 5-15

1915

Serial Nos. 1-12

(Geological)

Later references.

Geol 59-15 (1-9).
" 46-16
" 32-16.
Geol 21-22-(1-5)

Preserve
12
89

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for August 1916

SUBJECT.

Revision of the rules for the [illegible]

Notice no 2962 of [illegible]

W D 88—GPB—50,000—24-7-16

G.R.S. 11] 1915

GENERAL AND REVENUE SECRETARIAT.

(Geological)

NOTES

File No. 5-15

FILE HEADING.

Revision of the rules for the grant of Exploring and Prospecting licenses and Mining leases in the State and of the forms of licenses & leases.

From

The Director Dept. of Mines and Geology

No. 27 Dated 3.7.15 Received 7.7.15

Diary No. 165	Enclos.	Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

States that in consequence of the recent reorganization of his dept and the attendant changes in the system of the disposal of applications for exploring and prospecting licenses and mining leases in Mysore the forms of the licenses and lease requires some revision and forwards for approval a draft of such of the said forms so as to meet present requirements as well as a draft of the revised rules for the grant of licenses and leases.

NOTES AND ORDERS.

The Director proposes to amend Clause 3 of the Mining Lease so as to make it clear that the lessees have permission to erect 'tramways and ropeways' also. The necessity for the amendment has been explained in paragraphs 3 & 4 of the Paper Under Disposal.

He also proposes the omission of clause 13 of the mining lease

NOTES—First Sheet.

GPB—35,000—15 6-12

G. R. S. 12]

General and Revenue Secretariat. | Ppl File No. 5 of 1915.

Serial No.

for reasons given in paragraph 5 of the Paper under disposal

3. A new rule (16) has been added to the Prospecting license which is based on G.O. No. R. 2521-30-L.R.429-13-2 dt 7.10.14.

4. The other changes proposed are incidental to the reorganization of the Dept.

5. It appears necessary to revise the rules also as proposed & republish them in

Submitted for orders.

Ward to 31.7.15 VS.

Re proposed omission of Clause 13 working Capital — it is observed that it was introduced when there was already the provision for levy of dead rent and it is desirable to know the circumstances & wh. necessitated the additional provision & how matters have since changed that it is deemed unnecessary now.

Note dept of Enquiry herewith to the Director

LD 11/8-15.

2 To, The Director, Department of Mines & Geology.

G 2053 B 13-8-15.

With reference to 8c I requested to forward the file of correspondence relating to the insertion of the provision

① file not available readily will be got from Rev-I & sent up. 22/8

NOTE—Contn. sheet.

GPB—25,000—30-4-15.

G. R. S. 12]

General and Revenue Secretariat. | Genl. File No. 5 of 1915 7 0

Serial No.	
	relating to working Capital in the mining [illegible]
3.	From the Director, Dept of Mines & Geology - No 624 S. 17-9-15.
	Forwards the papers called for in Sl. 2 and states that as there are other provision in the ~~law~~ form of the mining lease for securing bona fide ~~working~~ work, cl. 13 relating to the raising of a prescribed working capital may be deleted.
	The only material alterations suggested by the Director are the provision in clause 3 of the form of mining lease for the lessee to ~~construct~~ authorizing tramways without the ~~permission of~~ sanction of the Railway Dept and the deletion of clause 13. The Rly. Secy. has to be consulted as to whether the former proposal is not open to any serious objection.
	9. As regards the proposed omission of clause 13, the considerations which led Govt to require the raising of a prescribed working capital within two years as a condition of the grant of a lease was the necessity to provide some adequate check against mere speculation & to ensure bona fide actual work (vide paragraph 5 of G.O. No. 3367-3399-39 S. 5-9-1887) For the reasons explained by the Director in his letter

NOTE—Contn. sheet.

GPB—25,000—30-4-15

Serial No.

of the 17th. instant there seems to be no objection to delete the clause, at any rate in leases other than those for gold mining. Two of these reasons are that the existing rules authorizing the levy of a dead rent (vide cl. 9) or the cancellation of any lease (Rule 41) in the event of the lessee not conducting the operations to the satisfaction of Govt provide sufficient security against speculation. But Rule 41 has not been incorporated in the form of lease and the term "dead rent" ~~is applicable~~ in clause 9 ~~does not~~ appears somewhat misleading as it to be ~~appropriate~~ may raise the doubt whether the rent payable under clause 6 is also to be levied ~~in addition~~ for the period for which a "dead rent" is recoverable. To make ~~the position~~ clear it seems necessary to insert a clause to the effect that a lease is liable to be cancelled at the discretion of Govt for failure on the part of the lessee to comply with the provisions of clauses 11 and 12 and also to substitute "penalty" for "dead rent" in clause 9.

In this connection the question ~~referred~~ raised by the Director and referred to in paragraph 5 of this office

Rule 41 relates to formalities of appln & grant & assignment — not mining operation

Cl. 47 of the lease provides for satisfactory conduct of operations

Dead rent is in lieu of royalty or as penalty for unsatisfactory work & has nothing to do with annual rent or assessment

NOTE—Contn. sheet.

GPB—20,000—30-6-15

G. R. S. 12]

General and Revenue Secretariat. | File No. 5 of 191

Serial No.

may also be considered.

Letter No. S. 2408-S.M.317-14-66 d. 21-8-15.

The Rules of 1910 do not contemplate renewals of prospecting licenses for any period less than a year or the levy of any rent for such renewal other than that fixed for a full year. Short. recently permitted in two cases × the payment of rent proportionate to the actual period of renewal applied for, but the concession was not availed of in either case. It will be a reasonable concession to the licensees if the existing rules are relaxed by the addition of a proviso to the effect that in cases of renewal for any portion of a year not exceeding six months only half the annual rent shall be payable. There is a similar proviso with regard to mining leases - vide cl. 6 of the form of lease.

In a recent case the holder of a prospecting license for a portion of applied for the renewal of his license in respect of a portion of the original block. There is no provision in the existing rules for the grant of such renewals. Strictly speaking an application of that kind should perhaps be treated as one for a fresh license. It seems desirable to make the intention of Govt.

detached & submitted separately under case & entered with it.

× Messrs. Tata Sons + Mr. Bunn's P.L.'s.

I do not think it is desirable to have a general rule for short term licenses —

— do — each case may be considered on its merits —

NOTE—Contn. sheet.

GPB—20,000—30-6-15

G. R. S. 12]

General and Revenue Secretariat. | File No. 5 of 191 5

Serial No.

on the point clear by making the needful alterations in Rule 14.

As regards the royalty payable by licensees & lessees, Rule 42 states that the rates are liable to alteration from time to time and that due notice of such alteration will be published in the Gazette. But neither in the form of P.L. nor of Mining lease is there any provision for enforcing the payment of royalty at the rates actually in force when the royalty is payable. Clauses 1 & 8 respectively of the forms of P.L. and Mining lease have to be suitably modified so as to provide for ~~fixing~~ the enforcement of the above rule.

A clause may be added to the Schedule of Royalties in the form of licence or lease -

4. Lastly it is a matter for consideration whether it is not desirable to require applicants for mineral licenses and leases to pay all amounts due from them into a Govt. Trg. and send only the Trg. receipts to the Dept. along with their applications. The present practice of receiving such payments in cash in the Director's Office entails much avoidable work on that Office besides the responsibility of dealing with Cash.

The Form of Appln provides for Cheques & Treasury receipts only -

NOTE—Contn. sheet.

25.9.15

GPB—20,000—30-6-15

G. R. S. 12]

General and Revenue Secretariat.

G File No. 5 of 1915-16

Serial No.

Reply

The alienations required made in the rules are

14(1) those necessary in consequence of the transfer of the Secretariat Branch of the Govt. dept to the Gl & Rev Secy & wh have been sanctd in G.O. No. G 1041 6-65 dt 30-3-15 G.M. 292-14-7.

15(2) two alienations in the form of the leases deemed desirable & necessary in the Experience of the working of the rules in the past.

Then are

a 15 (a) the addition of the words ~~Rope~~ from ways & Ropeways" specifically to the plant wh the lessees are authorized by the ~~lessees~~ lease to construct on the Mining Block. Hitherto such ~~ways~~ ways were ~~taken~~ deemed to be part of the mining plant. But in view of some objection raised by the Railway Dept to the putting up of a tramway on the working site of Mining Block at Shimoga & Sirsi it is desirable to specifically make the

NOTE—Contn. sheet.

GPB—25,000—30-4-15

Serial No.

addition This may be approved.—

7 (b) The Elimination of the provision in the lease (Cl. 13) regarding a fixed working Capital for a mining Co.— This Capital was fixed at £10,000 per Sq. mile (meant Chiefs for Gold) in the Rules of 1887 & Land in the Subsequent forms the Capital was left to be determined for Each Lease according to the mineral metal to be mined. Dr. Smeeth says this is unnecessary & impossible to determine & there are other sufficient Safeguards in the lease (provision of dead rent - Cl 9 - resumption of block for unsatisfactory work - Cl 47) to Ensure Satisfactory work.

18 Dr Smeeth says such a provision does not Exist in any other mining Countries. The portuguese Indian Rules do not Contain any such provision. but leaves minor details to local Govts. This may also be approved.

As a consequence of this Change the provision in Cl. 47 in respect of the item has also to be omitted.

The alterations Suggested are within the powers of the Director to Effect

NOTE—Contn. sheet.

G.P.B—70,000—17-12-15

G. R. S. 12]

General and Revenue Secretariat. | File No. 5 of 1915

Serial No.

in G.O. of 2nd February 1915 & that the print order may issue as soon as the revised rules are approved by govt

Resubmitted with reference to order in paragraph 25.

AAG. has 5-2-16.

27) Both the draft rules & the draft Notification may be approved.

Dewan)

Dewan of Law 6/2

28) The alterations (including the addn to Para 3 of mining lease & omission of Cl. 13 thereof) are suitable & are approved. 4092 7-2-16 HG 7/2-16

29) If a Council case, dispose of by Circulation. Otherwise issue the order.

22/2/16

30) Asst Secy for Resptl. 23/2/16

31) The Rules for the grant of mineral Licenses have always been treated as Council matters — The file therefore may be circulated. L.S.)

HG 23/12-16

32) The alterations proposed are approved

1/3/16

Circulation Completed

NOTE—Contn. sheet.

GPB—70,000—17-12-15

(For disposal by circulation

No. C. 207

26 . 2 . 191.6

GENERAL AND REVENUE SECRETARIAT.

Council Matter.

SUBJECT.

(Clause xii of the Schedule).

Revision of the Rules for the grant of mineral licenses and leases.

CIRCULATED TO THE MEMBERS OF COUNCIL.

By Order,

26th February 191 6.

Secretary to Government.

Extraordinary Member of Council.

First Member of Council. Seen by the First Member of Council.

Second Member of Council. approved by the 2nd Member.

WD 2012—GPB—1 000—9-2-16

37) *Submitted to His Highness.*

+ Paper under disposal No I

The accompanying papers relate to the proposals× of the Director, Department of Mines and Geology, for effecting certain changes in the rules for the grant of mineral licenses and leases published with Notification (Geol.) No.800 dated the 29th October 1910.

2. The alterations proposed are mostly verbal in character and necessitated partly by the transfer of the Secretariat functions from the Department of Mines and Geology to the General and Revenue Secretariat and partly by the delegation of certain powers to the Director in the matter of receipt and disposal of applications for licenses and leases for minerals.

J

3. Only two material changes are proposed, viz., (1) the insertion of the words "tramways and ropeways" in clause 3 of the form of mining lease and (2) the omission of clause 13 prescribing a minimum working capital for mining companies. The first alteration is necessary to render it clear that the expression "mining plant" includes tramways and ropeways also and the second is proposed as the provision of a minimum working capital is unnecessary and unworkable. The existing provisions of the lease contain sufficient safeguards to ensure satisfactory working of the mining block.

+ Para 10 of office note

4. The Members of Council and myself agree with the Director in these views.

5. The revised rules will be separately notified for the information of the public.

6. The recommendations of the Council may be graciously ~~be~~ approved.

A. Vijayaraya

28th Apr. 1916.

Para

38 Record of Cases submitted for the Orders of His Highness the Maharaja

Subject.

Revision of the Rules for the grant of mineral licenses and leases.

1639

Order.

~~KRW~~
4/5/16

Lambert
6.5.16
Out 65

G. R. S. 12]

General and Revenue Secretariat. | Geol File No. 5 of 1915-16.

Serial No.

39) To the Supdt Pro. & N Shifts
8/5--16

5. Do. The Compiler Mysore Gazette
No Cr 15407 dy 12.5.16.
Forwards the notfn (Geol) 800 dy 29.10.10 prescribing the rules for grant of exploring & P.L.s and mining leases in the State.

6. Do. do
No Cr: 15408 dy 12.5.16.
Forwards sl 5 & requests that a final proof of the revised rules may kindly be sent to this Office for approval.

7. Do. The Director of Cs.
No Cr: 15409 dy 12.5.16.
With ref to sl 3 the changes proposed therein are accordingly approved. The revised rules will be separately notified for the information of the public.

NOTE—Contn. sheet.

GPB—70,000—17-12-15

P. T. O.

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G. R. S. 12]

General and Revenue Secretariat.

Geol File No. 5 of 1915-16.

Serial No. 8.

To the Director, Dept of Mines & Geology.

No. Cr. 1207 dy 26-7-16.

Returns the file of papers leading to the issue of the Rules of September 1887 for the grant of mining leases in Mysore.

NOTE—Contn. sheet.

P.T.O.

GPB—70,000—17-12-15

4

16

G. R. S. 12]

General and Revenue Secretariat. | Geol File No. 5 of 1915-16.

Serial No.

40) Printed copies of the rules for the grant of Exploring & Prospecting Licenses & Mining Leases in the State have been received from the Press.

Printed copies received from the Press 27-7-16

41) Submitted with a draft forwarding a copy of the rules to the Residency.

118 4-8-16.

42) Done 4/8-16

9

To. The J.-A. Residency

Pol no: 145-J 7.8.16.

With ref to para 3 of his letter no: 7159-J/4 11/09 a Copy of notfn no: referred to in sl 5- Printed rules for the grant of exploring & Licenses & mining leases in

43) Sl no. 4 B (page 11 of the series) Still remains to dispose. It was received when the D F N in respect of the rules was under Subm^n

44) Proposal in para 1 — Setting off mining rent against Royalty — This was duly considered in connection with the revising Rates of Royalty in Chrome &ca & was not accepted. — Vide D F N in file 26-15 Last para page 18 Extract put up - File shd be separately refd.

45) Proposal in para 2 — Wording

NOTE—Contn. sheet.

GPB—70,000—17-12-15

8043 18

G. R. S. 12]

General and Revenue Secretariat. | Geol File No. 5 of 1915-16

Serial No.

P. U. 2

Noted

With Director's draft vide Enclosure 203 to his letter ~~of~~ No. 1970 dy 6th March 1916. — vide also a D.O. No 640 dy 21st June 1916 fm Sh. a Routine note is put up.

50) In the draft sub fm appl an additional para has been ~~inserted~~ inserted making royalty on Manganese Chrome & Magnesite payable within 90 days fm the date fm the order. This allocations ~~has~~ forms part of the First Members Note fm discussion with the Director on 19 Aug '16 & it also refd to in the recent D.O. refd to above —

51) The only point for orders is whether the 2 new additions to the Rules shd. be ~~made~~ have a part 2nd. numbering as the Director suggests Sh. entails reprinting of the whole rules. If no serious objection exists the ~~same~~ rules may be numbered 34(a) & 34(b). —

LD 25/8-16

273 25.8.16

Fin Member? —

Approved

Why, may strike — YS

also Progs. Sh. has been appd LD 26/8-16

NOTE—Contn. sheet.

GPB—70,000—17-12-15

165 — 70

D.M.G. 12] V No. 70

GPB—2,000—23-3-15

No. 90-27 Encls. four

1915-16 SECTION Geol. 2nd July 1915 BANGALORE, 5-15 No. (1)

FROM

DR. W. F. SMEETH, M.A., D.SC., A.R.S.M., &C.,
Director, Department of Mines and Geology,
Mysore State.

To

D.M. Narasinga Rao, Esquire, B.A.,B.L.,
Offg. Secretary to the Government of His Highness
the Maharaja of Mysore, Gen. & Rev. Depts.

SIR,

In consequence of the recent reorganization of this Department and the attendant changes in the system of the disposal of applications for exploring and prospecting licenses and mining leases in Mysore, the forms of the licenses and lease prescribed by the Rules published under Government Notification (Geol.) No.800, dated 29th October 1910, require some slight revision. I have the honour to forward therefore for the approval of Government a draft of each of the forms of exploring and prospecting licenses and mining lease revised so as to meet present arrangements. It appears desirable that the rules also should be revised and republished and a draft of the revised rules is also enclosed herein for favour of approval.

2. An amendment which calls for special comment is the proposal to insert the words "tramways, ropeways" in Clause 3 of the Mining Lease.

3. It has always been understood that such means for the conveyance of ore from one part of the Mining Block to another

another was included in the term "mining plant" and lessees have always been permitted to construct such tramways &c., at their discretion. This is the universal practice in mining work and should not be interfered with. In the case of the Workington Company a difficulty arose about the construction of a small length of tramline on the mining block and operations were seriously delayed for a long time. The Railway Department insisted that the line should be sanctioned by that Department and built in accordance with all the restrictions, supervision &c., provided by the Tramways regulation. Restrictions of this kind would be most detrimental to work and are quite unnecessary in the case of the mine tramways which are mostly temporary and liable to be shifted from time to time and hence I wish to have the permission to construct such lines clearly expressed in Clause 3. I considered the matter when the form was last revised but did not consider any alteration necessary as there was no doubt in my mind that such means of conveyance were included in the term Mining Plant. It is desirable that the matter should be made quite clear now to avoid further trouble.

4. So far as the Workington or other tramway runs over land not held by the lessee, the provisions of the Trwamways Regulation of course apply, but on the mining block itself the lessee must be at liberty to put up such lines and sidings as he may require without having to obtain the permission of the Railway Department. This is what Clause 3 of the Lease means and is in accordance with practice in Mysore and elsewhere, but as some difficulty has occurred it is desirable to make the clause more explicit.

5. Another desirable amendment is the entire omission of Clause 13. This is a relic of the Rules of 1887 and is very impracticable. So far as I know it has never been enforced and is, I think, quite unnecessary and it would be difficult or impossible to fix any suitable or reasonable sum beforehand. I know of no leases elsewhere which include any

such

such provision. If work is not carried on satisfactorily we can impose a penalty of Rs.5/- per acre (Vide Clause 9) and if this does not have the desired effect we can cancel the lease and Clause 13 gives us no further advantage. I propose therefore that the clause be omitted.

I have the honour to be,

Sir,

Your most obedient servant,

Director,

Department of Mines & Geology.

C.N.

No. _____

Government of His Highness the Maharaja of Mysore.

~~Geological Department.~~ Department of Mines and Geology.

PROSPECTING LICENSE.

(Under the Rules published with Notification No. ~~800~~; dated ~~29th October 1910~~.)

Prospecting License granted this day of 19 by the Government of His Highness the Maharaja of Mysore to hereinafter called the licensee, which expression shall be taken to mean the said his successors and assigns except where the context requires another or different meaning.

Whereas the licensee has applied in accordance with the rules published under Notification (Geol.) No. ~~800~~, dated ~~29th October 1910~~, for a license to prospect for minerals in the area described in schedule A hereto, delineated in the plan hereto annexed and containing square miles or thereabouts, and has paid the sum of Rs. being the deposit required in respect of the license together with the sum of Rs. being the rent for one year in respect of the said area :—

1. The Government of His Highness the Maharaja of Mysore hereby grant to the licensee for a period of one year from the date hereof, license and liberty to prospect for such minerals as are generally or particularly described in schedule B and to work, win, and carry away, as and for his own use any or all of the minerals aforesaid, subject to the payment of the royalties specified in schedule C hereto.

2. This license and any lease granted hereunder is subject to any vested interests and to any rights and liberties which have been granted by Government in the said area, or in the gold, minerals, stones or rocks therein contained, prior to the date of the grant hereof.

3. The licensee shall forthwith thoroughly and vigorously prospect and examine the said area, and make, dig and carry out all necessary trenches, pits and other works as are necessary or proper for the efficient prospecting thereof.

4. All operations under this license shall be conducted under such supervision and in accordance with such regulations as the Government may, from time to time, prescribe.

5. The licensee shall, within six months next after the determination of the license or the date of the abandonment of the undertaking, whichever shall first occur, securely plug any bores and fill up or fence any holes or excavations that he may have made in the land, to such extent as the Deputy Commissioner may require, and shall to the like extent restore the

surface of the land and all buildings thereon which he may have damaged in the course of prospecting; provided that this clause shall not apply to any land held under a mining lease.

6. The licensee shall keep proper accounts and plans and furnish to the ~~Government~~ Director, Department of Mines and Geology, full and correct information as to all minerals, stones and rocks found or mined and raised in the course of operations under this license and as to the treatment, preparation and disposal of the same.

7. The licensee shall afford any other information in connection with the said area and the works carried on there, and furnish any samples which the Government may ask for. The licensee shall give every facility to the Government in inspecting the work carried on in the said area and in taking samples of minerals, stones, and rocks found, mined, raised or being in or on the same area and any products obtained or prepared therefrom. The Government will pay a fair price for any samples of intrinsic value.

8. In the course of prospecting operations no occupied or private lands shall be entered upon or disfigured except under agreement in writing with the occupant or owner thereof.

9. The licensee shall not enter upon or commence prospecting in any State Forest or land under special protection comprised in the said area, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. R. 10777—Ft. 81-08-6, dated 21st June 1909.

10. The licensee shall abstain from all interference with the free use of any tanks, water courses, sacred groves, burial grounds, village sites for houses or grazing lands, which may now exist in the said area, and in no way obstruct any road, path or by-way of any kind whatsoever in the said area, and will not do anything which may directly or indirectly injure in any way any occupied lands or villages, houses or other private property whether in the said area or adjoining thereto.

11. The licensee shall make and pay reasonable satisfaction and compensation for all injury which may be done by him in exercise of the powers granted by the license and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage or injury.

12. The licensee shall not without the permission in writing of the Deputy Commissioner cut or injure any trees or timber on unoccupied and unreserved lands other than brushwood or undergrowth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted.

13. This license shall not be assigned, nor any right or interest hereunder transferred without the consent in writing of the Government.

14. If prospecting work is not commenced within six calendar months from the date hereof and carried on to the reasonable satisfaction of Government, or if there shall be any other breach by the licensee of any provision in this license contained, the license may be summarily revoked by Government and thereupon all rights conferred hereby or enjoyed hereunder shall cease.

15. The licensee shall be at liberty at any time during the term of this license to select for mining purposes a block of land not exceeding one square mile in area and not more than one mile from end to end in any direction within the area to which this license applies and shall be entitled to the grant of a mining lease in respect of the block so selected in accordance with the Rules for the grant of mining leases published under Notification No. ~~800~~, dated ~~20th October 1910~~. Provided that the total area held by a licensee under mining leases shall not exceed ten square miles. When such mining lease has been granted to the licensee, this license shall immediately cease and determine.

16. Whenever a bona fide application is received for the grant for purposes of cultivation of any assessed unoccupied land comprised in the area covered by this license, the licensee will be given the option of keeping the land for his benefit if he pays the assessment on the land for the year for which the license is granted and if at the end of that year the licensee wishes further to retain the land he will be permitted to do so on payment of such price for the occupancy as may be demanded from him in addition to the assessment. Otherwise, the land will be disposed of under the darkhast rules. (Vide G.O. No.R.2521-30-L.R.429-13-2, dated 7-10-1914).

No.

Government of His Highness the Maharaja of Mysore,

Department of Mines and Geology.
~~Geological Department.~~

MINING LEASE.

(Under the Rules published with Notification No. ~~800~~, dated ~~29th October~~ 1910.)

THIS INDENTURE made the of 1

Parties.

BETWEEN *the Government of His Highness the Maharaja of Mysore* (hereinafter called "the lessors," which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore, their successors and assigns, except where the context requires another or different meaning) of the one part AND

(hereinafter called "the lessee," which expression shall be taken to mean and include the said

his heirs, executors, administrators, representatives and assigns except where the context requires another or different meaning) of the other part :—

2. WHEREAS the lessors at the request of the lessee and in consideration of a deposit of Rs. 1,000 made by the lessee as security for the due fulfilment of the covenants and agreements on the lessee's part hereinafter contained and which deposit shall be forfeited on any failure thereof, have agreed to grant the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate at

Deposit and agreement to grant lease.

Situation of block leased.

in the Taluk of

in the District of

in the Mysore Territories estimated to comprise
and particularly mentioned and described in Schedule A hereto annexed and which piece of land is hereinafter called the "mining block ;"

3. NOW THIS INDENTURE WITNESSETH that in consideration of the royalties, rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the lessee hereinafter contained, the lessors do hereby *demise* and *grant* unto the lessee *exclusive license* and liberty to search for, mine and raise all such minerals occurring in or upon the mining block as are specifically mentioned and described in schedule B hereto annexed (hereinafter collectively referred to as "specified minerals") and to treat the same by metallurgical and other processes and obtain or prepare therefrom valuable products or substances either in a finished, completed and refined state (and then hereinafter referred to as "finished products") or in an intermediate condition (and then hereinafter referred to as "intermediate products") and to erect such buildings, tramways, ropeways or mining or metallurgical plant and carry on such operations as may be necessary for the purposes aforesaid ;

Witnesseth.

Exclusive mining rights.

4. TOGETHER with liberty for the lessee to remove, sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom;

Together with liberty for lessee to sell mining produce.

5. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the lessee, for the term of *thirty years* from the date of these presents;

Habendum to lessee for term of thirty years.

6. YIELDING AND PAYING therefor during the said term an annual rent at the rate of one rupee per acre of the mining block, which rent shall be payable for each calendar year or portion thereof on or before the 31st day of December. Provided that for any portion of a year not exceeding six months only half the annual rent shall be payable;

Annual rent on mining block.

7. AND YIELDING AND PAYING on or before the 31st day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same;

Local cesses, taxes or rates.

8. AND YIELDING AND PAYING within the times set forth in the covenant by the lessee in this behalf hereinafter contained a royalty at the rates set forth in schedule C hereto annexed on all minerals removed from the mining block or on all intermediate or finished products obtained or prepared therefrom without any deduction for the cost of the processes employed;

Royalties.

9. AND YIELDING AND PAYING such dead rent not exceeding a rate of rupees five per annum per acre of the whole or of any portion of the mining block as the lessors may, in the event of their being not satisfied with the operations conducted under the lease or with the results thereof, decide to levy for any particular years of the said term after the expiration of the first two years of it, provided that both royalty and dead rent shall not be paid by the lessee but only such one of them as may be of the greater amount;

A dead rent.

And it is hereby declared that the expression "the liabilities under this lease" shall hereafter include all the cesses, taxes, rates, royalties, rents, compensation, indemnities and other payments in this lease reserved and made payable by the lessee;

10. AND THE LESSEE HEREBY COVENANTS WITH THE LESSORS THAT THE LESSEE WILL, within the space of one year from the commencement of this lease, start mining operations throughout the mining block to the reasonable satisfaction of the lessors;

Covenants by lessee.
To start mining operations within one year.

11. AND WILL, at all times during the said term of the lease, in the best and most effectual manner and without intermission, except when prevented by inevitable accident, search for and mine and raise all specified minerals on or in the mining block and obtain or prepare therefrom intermediate or finished products of a saleable nature;

To prosecute operations without intermission.

12. AND WILL, throughout the said term, keep all mines, buildings, pits, shafts, ladders, plats, sollars, timber, ropes, water-courses, air-gates, engines, machines, and other mining and metallurgical plant on or in the mining block in good repair, working order and condition;

To keep all mines, buildings, machinery, etc., in good order.

~~13. AND WILL, within two years from the date of this lease, provide, by the formation of a working company or otherwise, a sum (which shall not be less than) sufficient for efficiently carrying on mining operations upon the mining block and will also, within the same period furnish the lessors with a statement showing the amount so provided and the manner in which it is to be made available; but the lessors may at their discretion and if satisfied with the work done by the lessee extend the time allowed for the provision of such sum beyond the period of two years herein specified;~~

To raise sufficient working capital within two years.

13 ~~14~~. AND WILL, if required and before the sale thereof, deliver to or permit to be taken by the lessors, or their agents, a sample or samples of all minerals found or mined and raised and all intermediate and finished products sold or intended for sale, all such samples so taken when of intrinsic value being paid for by the lessors at the current market rate;

To deliver to, or permit to be taken by, lessors samples of minerals and products.

14 ~~15~~. AND WILL, immediately after any sale of minerals or intermediate or finished products, give to the lessors or their agents a return of the prices for which the same, respectively, have been sold and, if required, the names of the purchasers thereof;

To make return of prices to lessors.

15 ~~16~~. AND WILL, within the times specified in schedule C, pay to the lessors the royalties hereinbefore and in schedule C hereto provided;

To pay royalties within specified times.

16 ~~17~~. AND WILL pay all other liabilities under this lease as and when they respectively become payable;

To pay other liabilities under lease.

17 ~~18~~. AND WILL afford to the lessors every information concerning the mines and buildings and mining and metallurgical plant in or on the mining block, the mode in which operations are carried on, the minerals found or mined and raised on or in the mining block, the intermediate or finished products obtained or prepared therefrom, the persons employed by the lessee, and all other information connected with the mining block or the provisions of this lease as the lessors may require;

To afford every information connected with the mining block or the provisions of this lease.

18 ~~19~~. AND WILL furnish, in such manner and to such persons as the lessors may from time to time direct, samples of all stones and rocks met with on or in the mining block with full details as to the locality and mode in which the same respectively were discovered and the dates of discovery;

To furnish samples of rocks, etc., met with in the mining block, with details as to mode of occurrence, etc.

19 ~~20~~. AND WILL NOT assign or under-let or part with the possession of all or any of the rights, liberties, licenses and premises by these presents demised and granted, or any interest or share therein without the consent, in writing, previously obtained, of the lessors;

Not to assign without previous consent of lessors.

20 ~~21~~. AND WILL deliver to the lessors a copy of every assignment or under-lease of all or any of the rights, liberties, licenses and premises by these presents demised and granted or any interest or share therein within three calendar months after the date of the execution of such assignment or under-lease;

To deliver to lessors copies of all assignments.

21 ~~22~~. AND WILL, throughout the said term, make and keep in some convenient place on the mining block and so that the lessors or their agents can have, at all times, free access thereto, proper books of accounts in such form as the lessors may approve, giving full and accurate particulars of the working and yield of all mines and mining and metallurgical plant in or on the mining block and the costs thereof and of the disposal of the minerals and intermediate and finished products found, mined, raised, obtained or prepared on, in or from the mining block with all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such finished products and the finished products which can be obtained or prepared from such minerals and intermediate products and also correct maps, plans and sections of the mining block and of the mines and mining and metallurgical plant therein or thereon upon such scale or scales and in such manner as the lessors may from time to time direct showing as well the pits, shafts, drives, cross-cuts, winzes, rises, stopes and other excavations, operations and works which have been carried on, as also all beds and veins and all faults and other disturbances which have been observed and encountered therein;

To keep proper books of accounts, plans, etc.

22 ~~23~~. AND WILL, at his own cost, when required by the lessors or their agents, give to them copies of all or any entries in the said books and of every such map, plan and section as aforesaid;

To give copies thereof.

23 ~~24~~. AND WILL, at his own cost, when required by the lessors or their agents, furnish to them true and correct abstracts of all or any such accounts as aforesaid;

To furnish abstracts thereof.

24 ~~25~~. AND WILL, at all reasonable times, allow such officers and persons as the lessors may in that behalf appoint to enter into and have free access to the place or places where the said books, maps, plans and sections may be kept in order to examine and inspect them, take copies thereof and make extracts therefrom;

To allow free access to places where such books, plans, etc., may be kept.

25 ~~26~~. AND WILL, at the end or sooner determination of the said term, give up to the lessors the said books, maps, plans and sections in good and perfect condition;

To give up to lessors books and plans at end of term.

26 ~~27~~. AND WILL, at his own expense, forthwith erect and at all times maintain and keep in repair such boundary marks and pillars as the lessors may require;

To erect boundary marks.

27 ~~28~~. AND WILL, well and properly secure and keep open with timber or other durable means all pits and shafts to be sunk or made in the mining block and make and maintain sufficient fences round every such pit or shaft;

To secure pits and shafts.

28 ~~29~~. AND WILL NOT, until the license, in writing, of the lessors or their agents be obtained, wilfully close, fill up or choke any mine or shaft;

Not to fill up shafts or mines.

29 ~~30~~. AND WILL, throughout the said term, duly enforce in every part of the mining block such sanitary rules for the health and well-being of all persons employed by the lessee or who may be on the mining block or in its neighbourhood, as the lessors may, from time to time, prescribe;

To enforce sanitary rules.

30 ~~31~~. AND WILL, at any time or times when required by the lessors so to do, set apart and appropriate for free use by the lessors such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for sites for villages, tanks, wells and other works for water-power or water-supply, hospitals, sanitary works, Government offices, Police stations and other buildings or works of public utility which are in the opinion of the lessors desirable or required for or in connection with the persons employed by the lessee or in work under or in connection with any contract made by the lessee or who are engaged in supplying the wants of those so employed and the families and dependants of such persons or in connection with the inspection of the mines or the prevention of crime; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for monies expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon;

To set apart land for public purposes.

31 ~~32~~. AND WILL permit the lessors and their agents, servants and workmen, throughout the said term, to enter upon any part of the mining block above or below ground and inspect and examine the state and condition thereof and of the mines and buildings and mining and metallurgical plant therein or thereon and the mode in which operations are carried on and will further, with proper persons employed by the lessee, and acquainted with mining and metallurgical operations and with the engines, machinery and apparatus and other mining and metallurgical plant upon or within the mining block, effectually assist in the conduct of every such inspection and examination, affording all information required therefor;

To permit lessors to inspect mines, etc.

32 ~~33~~. AND WILL from time to time, and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessors, or their agents, duly authorized in this behalf may, from time to time, see fit to issue and prescribe for the proper carrying on of all mining work and other operations within the mining block or for the preservation and security of any railway, reservoir, tank, canal or other public works or buildings or in the interests of the health, well-being and safety of persons employed by the lessee or who may be on the mining block or in its neighbourhood, and also will without delay send to such officers as may be named for this purpose by the lessors, a report of any accident which may at any time occur in connection with any mining or metallurgical operations in or on the mining block ;

To conform to mining regulations and report accidents.

33 ~~34~~. AND WILL in the exercise of the license and liberties hereby granted, abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant, holder or tenant of such land, by an instrument, in writing, duly registered, and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease, will duly compensate the occupant, holder or tenant thereof, for all such damage or injury ;

To abstain from entering occupied land and compensate for injury to surface.

34 ~~35~~. AND WILL keep open and in no way obstruct any road, path or by-way of any kind whatsoever now existing or which may hereafter be made on the mining block ;

Not to obstruct roads, etc.

35 ~~36~~. AND WILL permit the lessors or other persons authorized by them in that behalf to enter into and upon the mining block and to make upon, over or through the same such roads, tramways and railways as may in the opinion of the lessors be necessary or expedient for any purposes and to obtain from and out of the lands such stone, earth and other materials as may be necessary or requisite for making, repairing or maintaining such roads, tramways and railways and to pass and to re-pass at all times over and along such roads, tramways and railways for all purposes and as occasion shall require ; and will when required by the lessors so to do set apart and appropriate for free use by the lessors or other persons authorized by them in that behalf such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for the objects above mentioned ; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee, and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for monies expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon ;

To permit lessors to make roads, tramways, railways, etc.

36 ~~37~~. AND WILL abstain from all interference with and allow to the public and the lessors the free use of any tanks, water-courses, places of worship, sacred groves, burial grounds or village sites for houses, which may now exist or may hereafter be set apart or appropriated as hereinbefore provided on the mining block ;

To allow free use of tanks, water-courses, etc., to the public and the lessors.

37 ~~38~~. AND WILL NOT cultivate any of the lands comprised within the mining block or in any way use the said lands save for the purposes of the rights, licenses and liberties hereby granted ;

Not to use the land for other purposes.

38 ~~39~~. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the District, cut down or injure any trees or timber on unoccupied and unreserved lands other than brushwood or under-growth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted ;

Not to cut trees, etc.

39 ~~40~~. AND WILL NOT enter upon or commence any mining operations in any State Forest or land under special protection comprised in the mining block, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. R. 10777—Ft. 81-08-6, dated 21st June 1909;

Not to enter upon or commence operations in State Forests, etc.

40 ~~41~~. AND WILL NOT, so far as may be consistent with the due exercise of the rights, licenses and liberties granted under this lease, interfere with or hinder the enjoyment of grazing rights lawfully granted by the lessors to village communities or to individuals in any part of the mining block;

Not to interfere with grazing rights.

41 ~~42~~. AND WILL, from time to time, and at all times hereafter, effectually keep indemnified the lessors from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising directly or indirectly in carrying on mining or metallurgical operations on the mining block or otherwise in the exercise of the rights, licenses and liberties hereby granted;

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

42 ~~43~~. AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, and then subject to the provisions for compensation and indemnity herein contained, use, collect or impound water in or on the mining block in such a manner as to injure or deteriorate any source of water power or supply or so as to deprive any adjoining land, villages, houses or watering places for cattle of a reasonable quantity of water as heretofore accustomed and will not in any manner foul, impregnate or otherwise deteriorate any springs or streams of water so as to render them unfit to be used as heretofore, and will not in any other way do anything to injure adjoining lands, villages or houses;

To respect water right and not injure adjoining property.

43 ~~44~~. AND WILL, at the expiration or sooner determination of the said term, deliver to the lessors in good order, repair and condition and fit for future working and use, and in all respects in such state and condition as shall be consistent with the due performance and observance of the several covenants and agreements by the lessee herein contained the mining block and all mines and buildings and all pits, shafts, ladders, plats, sollars, timber, ropes, water-courses, air-gates, engines, machines, and other mining and metallurgical plant below and above ground which are, in the nature of fixtures, necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals, except any pits, shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises, but so that the lessors shall pay to the lessee a fair price for all engines and machinery of any description in or on the mining block, based on the amount the same could be sold for on the mining block if the lessee had power to authorize the purchasers to remove them, unless the lessors shall have given notice in writing to the lessee that they the lessors do not intend to take over any of such buildings, engines and machinery, plant and other things, in which case the lessee shall be at liberty to remove the same, but without injuring any other property in or on the mining block;

To deliver to lessors mines, buildings, etc., on expiration of term.

44 ~~45~~. AND WILL, at all times, have at the mining block a duly accredited Superintendent or Agent to whom all notices may be given and all communications from the lessors may be made, the lessors being at liberty, should there at any time be no such agent on the mining block, to treat any other person there as such agent and to serve all notices and other documents upon the said agent or in his absence upon any such other person as aforesaid or in the case of there being no such other person as aforesaid, then by affixing such notices or other documents upon some conspicuous portion of the mining block;

To have an Agent on the mining block.

45 ~~46~~. AND WILL, at all times, keep the lessors duly informed of the name and address of the Superintendent or Agent aforesaid and of any temporary or permanent alteration of such name or address;

Distraint for liabilities under lease.

46 ~~47~~. PROVIDED ALWAYS that, if and whenever any part of the liabilities under this lease shall be in arrear for the space of sixty days after the expiration of the time prescribed by these presents for payment thereof, the lessors shall be at liberty to seize all minerals and intermediate and finished products in or about the mines or pits opened, worked or carried on by the lessee in the mining block, and any engines, machinery or other property found in the mining block and the lessors may sell or otherwise dispose of and deal with the property thus seized and from the monies produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale;

Re-entry on non-payment of liabilities under lease or on breach of covenant.

47 ~~48~~. PROVIDED ALSO, and these presents are upon this express condition, that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months next after any of the days whereon the same ought to be paid as herein provided, whether the same have been legally demanded or not, or if the lessee, or the lessee's workmen shall cause any obstruction or annoyance to the officers of the lessors or to the people of the country or if the lessee shall cease to carry on the regular working of the mines or shall refuse to afford information to the lessors, or ~~shall fail to provide within two years of the date of these presents a sum (which shall not be less than.....) sufficient for efficiently carrying on mining operations upon the mining block~~ or if there shall be any other breach of any of the covenants and agreements herein contained and on the part of the lessee to be performed and observed, then and in any such case it shall be lawful for the lessors or their agents duly empowered in that behalf, although they may not have taken advantage of some previous default of a like nature, to re-enter upon any part of the mining block or of the mines, buildings or mining or metallurgical plant or other operations or works in or on the mining block in the name of the whole and thereupon the said term of the thirty years shall absolutely determine and the said deposit of Rs. 1,000 hereinbefore referred to shall be retained by the lessors as and for their own property;

Determining the lease at the option of the lessee at the end of any year.

48 ~~49~~. PROVIDED ALSO, and it is hereby agreed and declared, that if the lessee shall be desirous of determining the said term of thirty years hereby granted at the expiration of any year of the said term and of such desire shall give to the lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of such year, then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine;

Renewal of lease.

49 ~~50~~. PROVIDED ALSO, and it is hereby agreed and declared, that if the said term of thirty years hereby granted shall not, prior to the termination thereof by lapse of time, have been determined under the provisions hereinbefore contained, and if the lessee shall be desirous of obtaining a renewed lease of the licenses, rights and liberties hereby granted for a further term of thirty years from the expiration of the term hereby granted and of such desire shall give to the lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of the term hereby granted, then and in such case the lessors will, upon the request and at the expense of the lessee, execute and deliver to the lessee a renewed lease of the said premises for a further term of thirty years in such form and subject to such royalty and other payments and such covenants, agreements and conditions, as the lessors may prescribe.

50 ~~51~~. PROVIDED ALSO that should any question or dispute arise regarding the lease or any matter or thing connected with the mines and minerals leased or the working or non-working thereof, or the amount or payment of the royalty or rent reserved or made payable by the lessee, the matter in difference shall be decided by the Government of His Highness the Maharaja of Mysore whose decision thereon shall be final.

IN WITNESS WHEREOF

the Dewan of Mysore, acting for and on behalf of the lessors, and the lessee have hereunto set their respective hands and seals.

Signed, sealed and delivered by the abovenamed

in the presence of

Signed, sealed and delivered by the abovenamed

in the presence of

SCHEDULE A.

Boundaries and Area of the land comprised within the Mining Block.

SCHEDULE B.

"Specified minerals."

SCHEDULE C.

Rate of Royalty. Time of payment.

Dewan of Mysore.

Department of Mines and Geology.

~~Mysore Geological Department.~~

Mining Lease

No.....

Name of Block :--

Specified Minerals :—

Name of Lessee :--

Date of Grant :—

GPB—200—21 3·11

✓

1218

G. R. S. 26]

SUBJECT.....

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Diary No. of letter replied to.....

Section G 20
File No. 5- 15
Serial No. 9

General and Revenue Secretariat
( )
, *the* *191* .

No. G 2053

Date of issue 13-8-15

Signed by Mr. Bsubbarao

To

The Director
Department of Mines
Hyderabad

Sir,-

With reference to your
letter No. 27 dt 3rd July 1915
requesting
I am directed to ~~forward~~
that the file of correspondence relating to the
question of the provision relating to
Capital punishment
may be kept in the Rules of 1887
~~and~~ may be kept

over.

J.S. 1-8

forwarded
~~Inclosed~~ for reference.

It is observed that the clause relating to levy of dead rent as a penalty for unsatisfactory working of the Mines was inserted in the Rules of 1st August 1881 & it is desirable to know why the additional provision regarding a time limit for finding working Capital was found necessary in 1887.

If there were any special circumstances which necessitated the provision under reference I am to request the favour of your views as to why it was ~~they have~~ changed & why you deem such a provision is deemed ~~have~~ necessary. Now I have the

List of enclosures.

Copied by

Examined by

G.P.B.—20,000—14-2-14

Yours
Sd/ Scott Lee

2646

D.M.G. 12]

GPB—2,000—23-3-15

No. 624 Encl. 1 file.

BANGALORE, 17-9-1915

19/5-1916
SECTION Geol
LE No. 575
No. 3

FROM

DR. W. F. SMEETH, M.A., D.SC., A.R.S.M., &C.,
Director, Department of Mines and Geology,
Mysore State.

To

D. M. Narasinga Rao, Esq., B.A., B.L.,
Secretary to the Government of His Highness
the Maharaja of Mysore, General Department.

SIR,

In compliance with your letter No. G.2053-Geo.5-15-2 dated 13th August 1915, I have the honour to forward herewith the file of papers leading to the issue of the Rules of September 1887 for the grant of mining leases in Mysore and to request the favour of its return to this office when done with.

2. It will be observed from para 5 of Government Order No.3367-3399-39, dated 5th September 1887, (Paper A in the above file) that the insertion, in the Form of Mining Lease prescribed by the aforesaid Rules, of the provision in regard to working capital was considered necessary in order to provide "some adequate check against mere speculation" and "to ensure bona fide actual work".

3. The provision relating to the levy of a dead rent at a rate not exceeding Rs.5/- per acre, was, as observed in your above letter, first made in the Rules of 3rd August 1881 with a view to ensure operations being carried on in the best and most effectual manner and it has been carried forward all a along into the subsequent rules issued by Government.

4. The reasons explained in para 5 of the Government Order of 5th September 1887 for the insertion of the provision relating to working capital do not go much farther than those which led to the introduction of the provision for the levy of dead rent and in view of the latter provision and also of the power the Government have to cancel the lease if they are not satisfied with the work done or its results, the provision relating to working capital is, as I have already stated, quite unnecessary and may be omitted in the future leases.

5. The first provision relating to working capital contained in the Rules of 1887 required a capital of £ 5,000 within two years from the date of the lease and this amount was raised to £ 10,000 in the Rules of October 1897, which has been carried on into the subsequent Rules of 1904 also. There is nothing on record as to the circumstances which necessitated this increase in the working capital. The leases issued under the Rules of 1904 and all other earlier Rules were for gold and other minerals, but under the Rules of 1910 which are now in force leases are granted in respect of only a specified mineral or minerals which need not include gold and, as in many cases a smaller amount of capital than that required for gold mining would suffice, the amount of working capital to be provided is to be fixed for each lease separately. It would be difficult or impossible to fix any suitable or reasonable amount beforehand and this is an additional reason why I suggest the omission of the provision in the leases in future.

6. In conclusion I may say that some of the provisions in the various lease forms were introduced at a time when Government had little mining experience to go on except in regard to a few exceptional gold mines.

7. Mining is speculative work and if it was not for the speculative instinct we would have no mining. Mere land grabbing is a different thing and we have sufficient safeguards in the dead rent of Rs.5/- and the power to cancel if work is not carried on. The clause in regard to the provision of a specified amount of capital has never been enforced and it is quite impossible to say what would be a reasonable amount to insist on in the case of undeveloped properties. The £ 5,000 or £ 10,000 of the earlier Rules were doubtless suggested by the conditions of the Kolar Mines and any such provision would probably be prohibitive in the case of less fortunate mines or mines for other minerals. So far from discouraging speculation the clause would, in my opinion, have just the opposite effect. It would not deter the speculator who would hope to sell his Block without spending his own money on it, but on the other hand it would frighten the small worker or miner who intended to put his own money into the property and would be faced with the prospect of spending most of this and then losing his lease because he could not produce a large sum as required by the clause.

8. The clause has never been effective;- it is unknown in the leases of any other country with which I am acquainted and the problem of fixing any reasonable figure is practically an impossible one. It is not based on any sound practical experience of mining or the conditions under which mining is carried on and should in my opinion, be deleted.

I have the honour to be,

Sir,

Your most obedient servant,

Director,

Department of Mines & Geology.

N.S.

G. R. S. 26]

Govt File No. 5-15
Serial No. 4. A

Diary No. of letter replied to .....

No. 9110 84

General and Revenue Secretariat
( )
, *the* 191

To

The Director
Department of Mines & Geology

Date of issue 5-2-16

Signed by Hon. Jr. S.R. Rao

Sir,

With reference to your letter No 27 dated 6th July 1915, I am directed to state that pending final orders of Govt in regard to the modifications suggested in the rules, you may have the rules set in type according to your proposals for ~~the purpose of~~ getting ready the Bulletin prescribed in para 11 of G.O. No. G. 8445-93/G.A. 292-14-1 dated 9-2-15. ~~So that the~~ The suggesting necessary changes, if any, print order may issue as soon as the

over.

SUBJECT.

revised rules are ~~effected~~ approved by Gal-

I have etc.

Duer

Secy to Govt

Gl Dept

List of enclosures

Copied by

Examined by

GPB—20,000—10-10-14

Draft of Proviso to Clause 8 of the

47

Form of Mining Lease.

Clause 8 - Royalties.

And yielding . . . . . .

. . . . . of the processes employed.

Provided that the annual surface rent shall be counted towards the royalty payable for each calendar year and only such amount of royalty as may be in excess of the surface rent shall be levied.

Draft of clause (4) under "Royalty on Gold & Silver"

Schedule.

Royalties.

Royalty on Gold and Silver.

(1) . . . . . .

(2) . . . . . .

(3) . . . . . .

(4) When more than one mining lease is held by one lessee the additional royalty of 5 % on <u>divisible profits</u> shall be calculated on the divisible profits from each lease or on the total divisible profits from all the leases whichever is more convenient.

Revised draft of Rules and Forms

50

Notification by the Government of His Highness the Maharaja of Mysore.

~~GEOLOGICAL.~~

~~*No. 800, dated 29th October* 1910.~~

In supersession of all previous notifications on the subject, ~~the Government~~ of His Highness the Maharaja of Mysore are pleased to prescribe ~~the~~ following rules for the grant of Exploring and Prospecting Licenses and Mining Leases in the Mysore State. ~~The rules~~ shall come into force with effect from the ~~date~~ of publication of this Notification in the *Mysore Gazette*.

Rules for the grant of Exploring and Prospecting Licenses and Mining Leases in the State of Mysore.

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1. In these Rules.—

"*The Government*" means the Government of His Highness the Maharaja of Mysore.

"*Person*" includes any Persons, Syndicate, Partnership or Company.

2. Exploring, Prospecting or Mining for minerals shall not be carried on within the State of Mysore except under licenses or leases granted under these rules or with the special sanction of the Government.

I. EXPLORING LICENSES.

3. Persons desirous of exploring for minerals within the State of Mysore may obtain an Exploring License on application to the ~~Secretary to Government in the Geological Department~~ Director of Mines and Geology by whom any license granted shall be signed on behalf of the Government.

4. Each application shall be accompanied by a fee of Rs. 10.

5. The application shall state the District in which it is desired to explore and each license granted shall ordinarily be valid for one District only. Government may refuse to grant a license to any person, in which event the fee shall be returned, or may, at their discretion, limit the area to which the license shall apply or specifically exclude any mineral from the license.

6. Such license shall not authorise the licensee to mine or quarry, but he may turn up the surface of the land, dig trenches and sink pits to such depth and subject to such conditions as the Deputy Commissioner may permit.

7. No private or occupied lands and no lands over which exclusive mineral rights have been granted to others may be entered upon or explored without the consent of the owner, occupier or possessor thereof. or may at any time during the currency of the license be granted

8. Every license shall be in Form No. 1 hereto appended and shall be valid for one year. Such license shall confer no exclusive or preferential rights, but in considering rival claims for a prospecting license or mining lease, due regard will be had to operations conducted under cover of an Exploring License.

9. Under exceptional circumstances, the Government of Mysore may confer on a licensee special protection in regard to any specified mineral or minerals during the whole or any portion of the term of his license. Such special protection shall be designed to secure to a *bona fide* worker a fair and reasonable area over which he shall be entitled to obtain a prospecting license or a mining lease as provided for hereunder and shall be conferred only in cases in which, in the opinion of Government, it would be unreasonable or undesirable to insist on the area for a prospecting license or a mining lease being selected at once.

10. The licensee shall be at liberty, subject to such restrictions as the Government may from time to time impose, to remove specimens or samples of minerals in reasonable quantities for purpose of testing, but not for sale.

II. PROSPECTING LICENSES.

11. Applications for licenses to prospect for minerals within the territories of Mysore shall be made to the ~~Secretary to Government in the Geological Department~~ Director of Mines and Geology in Form No. II hereto appended.

12. Each application shall be in respect of a specified block of land not exceeding ten square miles in area, which shall be, as far as possible, in the shape of a rectangle of which the length must not under ordinary circumstances exceed twice the breadth.

13. The Government reserve to themselves the power of refusing to grant a prospecting license in respect of any block without assigning a reason or to impose such special terms as they may in their absolute discretion think desirable.

14. Every prospecting license granted under these rules will be in Form No. III appended hereto and will be valid for one year, but the Government may at their discretion ~~renew~~ sanction the renewal of any license from year to year on payment, in advance, of an annual rent which may be determined upon separately for each period of renewal.

15. Every application must be accompanied by—

(*a*) A sheet, extract or correct tracing of the Topographical Survey Map of Mysore (Scale 1 inch to a mile) upon which the boundaries of the block for which a license is required have been clearly marked.

(*b*) A schedule giving the names of the villages included (either wholly or partly) in the prospecting block together with the Taluk and District in which they are situated and stating the area of the block in square miles.

(*c*) A schedule stating the mineral or minerals in respect of which the license is applied for.

(*d*) A fee of Rs. 10 per square mile or a portion of a square mile of the area applied for.

16. On receipt of any application, ~~Government~~ the Director, Dept. of Mines & Geology will, if ~~they~~ he decide to grant a license, inform the applicant of the amount of the rent and the deposit due thereon and of any special terms which they may consider desirable to impose. Within such time as may be fixed by Government in each case the applicant shall pay the amount of the rent and deposit specified and such payment shall be held to involve the acceptance of any special terms of which the applicant has been informed.

17. The rent payable in respect of a license shall be not less than one anna and not more than one rupee per acre of the area granted.

18. The deposit payable in respect of a license shall be at the rate of Rs. 100 per square mile or portion thereof of the area granted. This deposit shall be held as security for the due fulfilment of the provisions of these rules and of the terms of the license and, subject to any deductions in this respect, shall be returnable to the licensee after the termination of the license.

19. The block of land over which the prospecting license is granted need not be surveyed and demarcated; but, in the event of any doubt or dispute arising as to the boundaries of the block or whenever in the opinion of ~~Government~~ the Director, Dept. of Mines & Geology a survey is necessary or desirable ~~the Secretary to Government in the Geological Department~~ he shall order the survey and demarcation of the block to be made either with or without an application for the same from the licensee, and the licensee shall pay the expenses of the survey and demarcation. The boundaries of the block of land for which a prospecting license has been granted shall be marked on the map attached to the license and the decision of ~~Government~~ the Director, Dept. of Mines & Geology in regard to the boundaries and demarcation of the block shall be final.

20. Until the license is signed by the ~~Secretary to Government in the Geological Department,~~ Director, Dept. of Mines & Geology, the applicant shall not be entitled to exercise any of the privileges of a licensee.

21. If the applicant neglects to comply with the preceding rules or fails to pay the rent and deposit within the time prescribed under Rule 16 or declines to accept a license which has been offered to him under Rule 16, his application shall be cancelled and the fee paid therewith forfeited to Government except as provided under Rule 23.

22. If the applicant withdraws his application before the orders of Government thereon are communicated to him, the fee paid therewith under Rule 15 shall be forfeited to Government.

23. If the license is refused under Rule 13 or if the applicant within such time as may be fixed ~~by Government~~ under Rule 16 declines to accept any special terms of which he has been informed, his application shall be cancelled and the fee received therewith shall be returned to him.

24. The licensee will be entitled to select for mining purposes, any time during the currency of his license, a block of land, not exceeding one square mile in area and not more than one mile in length, within the area specified in his license, and to obtain a mining lease of the block so selected in respect of any mineral or minerals (with the exception of precious stones and alluvial minerals) specified in his license in accordance with and subject to the provisions of the rules contained herein. Provided that a licensee shall not be entitled to obtain mining leases over a total area of more than ten square miles. In the case of

precious stones and alluvial minerals, the holder of a prospecting license will be entitled to a mining lease upon the special terms (if any) provided in his license; and in the event of there being no such special provisions, to the first refusal of such mining lease as the Government may decide to grant.

As soon as a mining lease has been granted under this rule the prospecting license shall immediately cease and determine.

25. If the licensee discovers any mineral of value within the area specified in his license, he shall immediately report the discovery to the ~~Secretary to Government in the Geological Department~~ Director, Dept. of Mines & Geology. Failure to comply with this provision will render the license liable to be cancelled and the deposit forfeited. If the mineral so reported is not one of those in respect of which the license has been granted, the licensee may apply to ~~Government~~ Director, Dept. of Mines & Geology to have the said mineral added to those already specified in his license and it shall be within the discretion of Government to accede to or refuse the request or to impose such special terms as they may think fit. As a rule and under ordinary circumstances such requests will be complied with provided that the rights sought to be secured in respect of the mineral applied for are freely at the disposal of Government.

26. A prospecting license shall not be assigned nor any right or interest thereunder transferred without the consent in writing of the Government. The application for such consent must be made by the licensee himself or by his legal representative and the license itself must be forwarded with the application together with a draft or document setting forth fully and clearly the terms of the proposed assignment or transfer. If Government decide to consent to the transfer, they shall inform the licensee to that effect and the licensee shall, within such period as may be specified by ~~Government~~ Director, Dept. of Mines & Geology, have the document duly stamped and registered and shall forward a certified copy of the same to the ~~Secretary to Government in the Geological Department~~ Director, Dept. of Mines & Geology, who shall thereupon endorse upon the license the consent of Government to the transfer and return the license to the licensee. Until the license has been so endorsed no assignment or transfer of rights shall be valid.

Failure to comply with the provisions of this rule will render the license liable to be cancelled and the deposit forfeited.

27. If the licensee desires the renewal of a prospecting license, he shall apply for a renewal and shall forward the license together with the amount of the rent payable for one year to the ~~Secretary to the Government in the Geological Department~~ Director, Dept. of Mines & Geology, not less than seven days before the date on which the license terminates.

28. Within three months after the date on which a license has expired the licensee shall forward the license to the ~~Secretary to Government in the Geological Department~~ Director, Dept. of Mines & Geology and shall, at the same time, apply for the refund of the deposit, failing which the deposit will be liable to be forfeited.

III. MINING LEASES.

29. Applications for mining leases within the territories of Mysore shall be made to the ~~Secretary to the Government in the Geological Department~~ Director, Dept. of Mines & Geology in Form No. IV appended hereto.

30. Every application shall be in respect of a specified block of land not exceeding one square mile in area. The block shall be in the shape of a rectangle of which the length must not under ordinary circumstances exceed four times the breadth. The boundaries of the mining block shall be considered to run vertically downward towards the centre of the earth.

In the case of precious stones or alluvial deposits the area to be granted under a mining lease will be determined in each case by the Government.

31. Every mining lease granted under these rules will be for a period not exceeding thirty years and will be in Form No. V appended hereto.

32. Every application must be accompanied by :—

(*a*) A fee of Rs. 100.

(*b*) A sheet, extract or correct tracing of the Topographical Survey map of Mysore (scale 1 inch to a mile) upon which the boundaries of the block applied for have been clearly marked.

(*c*) A schedule giving the names of the villages to which the lands comprised within the block belong, with the Taluk and District in which each is situated.

(*d*) A schedule specifying the mineral or minerals in respect of which the mining lease is applied for.

33. On receipt of any application Government will, if they decide to grant a lease, inform the applicant of their decision and of the special terms, if any, which they may consider desirable to impose and the applicant shall, within one month of receiving this information, deposit with the Secretary to Government in the Geological Department a sum of Rs. 1,000 as security for the due fulfilment of the provisions of these Rules and of the terms of the lease. Subject to any deductions in these respects the deposit will be returnable to the lessee after the termination of the lease

34. If Government decline to grant a lease or if the applicant declines to accept any special terms which may be imposed, the fee of Rs. 100 paid with the application will be returned.

35. The applicant shall point out to an officer deputed for the purpose by the Secretary to Government in the Geological Department, the boundaries of the block of land applied for within a fornight of the date on which he may receive an intimation to that effect or within such longer period as may be fixed by Government and the officer so deputed shall thereupon survey the block and erect or cause to be erected such boundary marks as may be requisite.

36. If from any cause the completion of the survey and demarcation of a mining block is likely to be unduly delayed, the Government may grant the lease in respect of a block of land shown on an extract from the Topographical Survey Map of Mysore which shall be attached to the lease. On subsequent survey and demarcation, the boundaries of the block of land to which the lease refers shall be determined by Government and their decision shall be final and shall be accepted by the lessee who shall, on demand, pay the cost of the survey and demarcation.

37. After the completion of survey and all necessary enquiries, a form of the lease to be executed and a bill for the survey and demarcation expenses will be sent to the applicant, who shall, within a month of receiving such communication, tender for execution by the Dewan of Mysore the lease executed by himself and duly stamped, paying at the same time the cost of the survey and demarcation.

38. The applicant's title to the land applied for will not be complete until the lease is actually executed by the Dewan.

39. The lease shall, after execution, be registered by both parties under the law for the time being in force for the registration of assurances, and shall within one month of the date of registration, be forwarded by the lessee for information and record to the Secretary to Government in the Geological Department who will return it to the lessee after noting its contents.

40. If the lessee discovers any mineral of value within the area specified in his lease, he shall immediately report the discovery to the Secretary to Government in the Geological Department. If the mineral so reported is not one of those in respect of which the lease has been granted, the lessee may apply to Government to have the said mineral added to those already specified in his lease and it shall be within the discretion of Government to accede to or refuse the request or to impose such special terms as they may think fit. As a rule and under ordinary circumstances such requests will be complied with provided that the rights sought to be secured in respect of the mineral applied for are freely at the disposal of Government.

Provided that if any mineral of value is known to occur on or within the mining block, Government may give the lessee the option of having such mineral added to those specified in the schedule to his lease and in the event of the lessee declining to exercise the option upon the terms offered, Government shall have power to grant a prospecting license or mining lease in respect of such mineral to any other person.

41. The lessee shall not assign his lease or transfer any right or interest thereunder to a person except with the previous consent of the Government in writing.

42. The lessee shall in applying to Government for permission to transfer or assign the lease report to Government the name and financial position of the assignee and also submit for approval a draft of the proposed deed of assignment. When the Government has communicated its assent to the transfer and to the deed of assignment, the deed of assignment or document of transfer shall be duly stamped and registered in accordance with the laws in force in the State of Mysore at the time and a certified copy thereof deposited with the Mysore Government in the Geological Department within three months of the date of execution thereof.

43. Failure to comply with the preceding rules will render the application or lease liable to be cancelled and the deposit forfeited.

35. If the applicant neglects to comply with the pre
ing rules or fails to pay the deposit within the time pre
under Rule 33 or declines to accept a lease which has bee
offered to him under Rule 33 his application shall be can
and the fee paid therewith forfeited to Government except
provided under Rule 34.

36. If the applicant withdraws his application bef
the orders of Government thereon are communicated to him
fee paid therewith under Rule 32 shall be forfeited to G
ment.

IV. GENERAL.

46 ~~42.~~ The royalties payable to Government in respect of minerals worked under a prospecting license or mining lease are set forth in the schedule hereto. The rates are liable to alteration from time to time, due notice of which will be published in the official Gazette.

47 ~~43.~~ The Government will require the strict performance of the provisions and conditions contained in any prospecting license or mining lease providing for the proper prospecting or mining of the land comprised therein.

48 ~~44.~~ Topo sheets of Mysore marked with areas granted for prospecting and mining are kept at the office of ~~the Mysore Geological Department~~ the Director of Mines & Geology and may be inspected by the public on payment of a fee of one rupee per sheet.

49 ~~45.~~ Persons desirous of having their own topo sheets or other maps of Mysore marked with areas granted for prospecting and mining may apply to the ~~Secretary to Government, Geological Department~~ Director of Mines & Geology, for the same. A fee of four annas will be charged for each block marked.

50 ~~46.~~ A licensee desirous of securing a copy of his prospecting license may apply to the ~~Secretary to Government, Geological Department~~ Director of Mines & Geology, for the same stating the purpose for which the copy is required. The ~~Government~~ Director will, if satisfied with the reasons assigned, issue a duplicate copy of the license on payment of a fee of Rs. 10.

51 ~~47.~~ The rules for the conduct of prospecting and mining operations in forest lands are printed for information in the appendix hereto.

~~By Order,~~
~~W. F. SMEETH,~~
~~*Secretary to Government, Geological Department.*~~

SCHEDULE.

ROYALTIES.

(Subject to alteration by notification in the Mysore Gazette.)

(a) Royalty on Gold and Silver.

(1) No royalty shall be paid so long as the operations in connection with the mining block do not result in any net profits to the lessee.

(2) For each calendar year in which the operations result in a balance of net profit to the lessee, the rate of royalty shall be 5 per cent of the gross sale value of the gold and silver.

(3) For each calendar year for which the net profits exceed the sum of £ 25,000, the lessee shall pay an additional royalty of 5 per cent of all net profits in excess of £ 25,000.

Provided that in the case of the lessee being a duly registered Company, the words "*Divisible profits*" may at the discretion of the lessors be substituted for "*Net profits*" in this clause.

(4) When more than one mining lease is held by one lessee the additional royalty of 5% on divisible profits shall be calculated on the divisible profits from each lease ~~*Royalty on Manganese and Chrome Ore.*~~ or on the total divisible profits from all the leases whichever is more convenient.

~~(1) The royalty shall be payable quarterly.~~

~~(2) On all ore despatched during any quarter the royalty shall be paid within thirty days of the close of the quarter and shall be calculated on the average market rate in London during the quarter according to the following scale:—~~

~~(*a*) A royalty of 6 annas per ton when the market rate does not exceed 9 d. per unit.~~

~~(*b*) For each increase of ½d. or portion thereof per unit an additional royalty of one anna per ton.~~

~~*Royalty on Precious Stones.*~~

~~Thirty per cent on the net profits of each year taken separately.~~

~~*Royalty on all other minerals not specified above*~~

~~Five per cent on the sale value at the pit's mouth or on surface of the dressed ore or metal, convertible at the option of the lessors to an equivalent charge per ton to be fixed annually or for a term.~~

NOTE.—"*Net Profits*" shall be taken to mean the excess of the revenue which is wholly derived from the sale of the mineral or minerals specified over expenditure, after all costs and expenses chargeable to the actual working and management of the mine shall have been included. But neither depreciation, nor amortization, nor Director's fees, nor any revenue or expenditure obtained or incurred on account of share or capital transactions, or by trading, shall be brought into account, provided that the fees of such Director or Directors as may actually direct technical operations and are specifically denoted as Managing Director or Directors may be included in the expenditure.

Divisible profits shall be declared dividends and bonuses or other payments made out of net profits to or on behalf of the shareholders and interest on debentures.

(b) Royalty on Precious Stones.

Thirty per cent on the net profits of each year taken Separately.

(c) vide Separate sheet

APPENDIX.

Rules for the Conduct of Prospecting and Mining Operations in forest lands.

Notification by the Government of His Highness the Maharajà of Mysore, General and Revenue Departments.

No. R. 10777—*Ft.* 81-08-6, *dated* 21*st June* 1909.

EXPLORING LICENSES.

1. The holder of an exploring license shall obtain from the District Forest Officer permission to enter upon and explore for minerals in any forest lands within the area to which the license applies.

2. Such permission will ordinarily be freely granted, but will not entitle the licensee to cut or injure any forest growth or to dig or turn up the surface of the land to a greater depth than three feet and the licensee must, before leaving the locality, fill up any excavations which he may have made, to the satisfaction of the District Forest Officer.

3. Should the licensee desire to make trenches or sink pits to a depth greater than three feet, he must obtain the sanction of the District Forest Officer in each case and pay compensation at the rate provided hereunder for any forest growth which may be injured or destroyed and shall undertake to fill up all excavations to the satisfaction of the District Forest Officer.

PROSPECTING LICENSES AND MINING LEASES.

4. No prospecting license or mining lease shall ordinarily be granted in forest lands except with the sanction of the Conservator of Forests.

Prospecting and mining operations will generally not be permitted in plantations, coupes which have been worked over and in tracts containing specially valuable growth of sandal, teak or other species of trees.

5. Before commencing any prospecting or mining operation in any forest lands, the licensee or lessee or his duly authorized agent or representative shall give notice to the District Forest Officer of his intention so to do, and shall, at the same time, forward to the District Forest Officer a statement of the area or areas proposed to be operated upon and their dimensions and a sketch map on a suitable scale showing the said area or areas and their relative positions and shall deposit with the District Forest Officer the amount of compensation due on the said area or areas calculated in accordance with Rule 9. Each area to be operated upon, except such as may be required for a railway, tramway, road or foot-path, shall be in the form of a rectangle, of which no side shall be less than 10 yards long, and shall be defined by cairns of stones. Each area shall be distinguished by a letter of the alphabet in the abovementioned statement and map.

A consolidated statement and a complete map shall be maintained up to date and kept on the prospecting or mining block by the person in charge of the operations.

6. In any prospecting or mining block, the total area which may be operated upon or cleared of forest shall not exceed 25 acres except with the permission in writing of the District Forest Officer, and no railway, tramway, road or foot-path shall be made without such permission. Such permission will be granted from time to time in each case for an area not exceeding 25 acres on the application of the licensee or lessee, provided that the additional area is required for the *bonâ fide* extension of prospecting or mining operations.

(c) Royalty on other Minerals.

(1) The royalty shall be payable quarterly.

(2) ~~On~~ all minerals or intermediate as finished prepa. therefrom despatched during any quarter the royalty due shall be paid within 30 days of the close of the quarter.

(3) The royalty shall be assessed at the rate of five per cent on the market value at the mining or prospecting block of all mineral, dressed ore or metal, or any intermediat or finished products prepared therefrom, removed from the bloc and convertible at the option of the lessors to an equivalent charge per ton to be fixed annually or for a term.

(4) The above rate of royalty is subject to the following minima in the case of the minerals specified below:-

Mineral.	
Manganese Ores containing 45 %, or over, of manganese.	8 annas per ton.
Manganese ore containing less than 45 % of manganese.	4 " "
Chrome Ores.	10 " "
Raw Magnesite	8 " "
Calcined (lightly burnt) Magnesia	Rs.1/- "
Dead Burnt Magnesia	Rs.1/4 "

For other minerals not specified above suitable minima or rates per ton will be fixed from time to time as circumstances require.

The areas operated upon shall include all those the surfaces of which have been opened up by means of pits, trenches or other excavations or covered with earth, stones, debris, machinery, buildings, etc., or upon which the forest growth has been injured or destroyed, or over which any railway, tramway, road or foot-path has been made.

7. In the case of all buildings, machinery or other structures erected upon the block and in the case of every place where fire or lights are used at any time or round any working or dwelling place where the District Forest Officer considers it to be necessary for safety, the forest growth shall be cleared for a distance of 10 feet round the limits of such structure or place to such extent as the District Forest Officer may require.

8. As soon as possible after the receipt of the statement and map referred to in Rule 5, the District Forest Officer shall prepare a bill for the amount of compensation due at the rates specified hereunder and after crediting the amount deposited under Rule 5 shall adjust or require the licensee or lessee to adjust any balance as may be necessary. In default of payment the District Forest Officer may, at his discretion, stop all further operations and take steps to recover the amount due as a revenue demand.

In the event of any area not included in the map and statement required by Rule 5, being found to have been operated upon, the District Forest Officer may, at his discretion, stop all further operations and recover compensation for the same at double the rates provided hereunder.

9. The licensee or lessee shall—

(*a*) pay a lump sum for the value of forest growth and for damage and disfigurement to the surface on all areas operated upon or cleared, at the following rates :—

(1) In State Forests or reserved lands.	High and pole forests,	Rs. 100 per acre.
	Other forests, including scrub,	Rs. 50 per acre.
(2) In District Forests which have been specially brought within the scope of these rules.	High and pole forests,	Rs. 50 per acre.
	Other forests, including scrub.	Rs. 25 per acre.

(3) For railways and tramways, and for roads on which traction engines are used, at the foregoing rates.

(4) For ordinary cart-tracks and foot-paths, at the rate of Rs. 25 per mile.

(b) undertake not to cut sandalwood except with permission of the Forest Department and on payment of an extra charge to be fixed by the Conservator.

N.B.—The decision of the Conservator of Forests as to whether any particular forest is high, pole or scrub shall be final.

10. The licensee or lessee shall not fell, girdle or lop any tree outside the area or areas shown and described in the map and statement referred to in Rule 5.

11. Nothing in the foregoing rules shall be taken to exempt the licensee or lessee or his employees from liability in respect of any forest offence punishable under the Mysore Forest Regulation, 1900.

~~FORM No. I.~~

~~No.~~

~~*Government of His Highness the Maharaja of Mysore.*~~

~~*Geological Department.*~~

EXPLORING LICENSE.

(*Under the Rules published with Notification No.* 800, *dated* 29*th October* 1910.)

EXPLORING LICENSE granted this day of 19 , by the Government of His Highness the Maharaja of Mysore, to hereinafter called the licensee.

WHEREAS the licensee has applied in accordance with the rules published under Notification (Geological) No. 800, dated 29th October 1910, for a license to explore for minerals in the area described in the Schedule hereto and has paid the prescribed fee of Rs. 10 :—

1. The Government of His Highness the Maharaja of Mysore hereby grant to the Licensee, subject to the restrictions, conditions and provisos hereinafter contained, license and liberty to enter upon the lands within the area aforesaid and to explore and search the surface of the same for minerals, stones or rocks for a period of one year from the date hereof and

subject to the restrictions hereinafter contained or such other restrictions as the Government may from time to time impose, to remove any specimen or samples thereof found by the licensee upon the said lands during the term of the license.

2. This license does not authorize the licensee to enter upon or commence exploring in any State Forest or land under special protection included in the land described in the schedule hereto, without obtaining the sanction in writing of the District Forest Officer, upon such conditions as that officer may under any general or special order of Government prescribe.

3. This license is subject to any vested interests and to any rights and liberties which have been granted by Government in the said area, or in the minerals, stones or rocks therein contained, prior to the date of the grant of this license.

4. This license shall not authorize the licensee to mine or quarry within the boundaries of the land specified in the schedule, but the licensee shall be at liberty to turn up the surface and to dig trenches and sink pits to such depth and subject to such conditions as the Deputy Commissioner may authorize.

5. In the course of exploring operations, no occupied or private lands shall be entered upon or disfigured except under agreement with the occupant or owner thereof.

6. The licensee shall abstain from all interference with the free use of any tanks, watercourses, sacred groves, burial grounds, village sites for houses, or grazing lands which may now exist in the said area, and in no way obstruct any road, path or by-way of any kind whatsoever in the said area, and will not do anything which may directly or indirectly injure in any way any occupied lands or villages or houses or other private property whether in the said area or adjoining thereto.

7. The licensee shall make and pay reasonable satisfaction and compensation for all injury which may be done by him in exercise of the powers granted by the license and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage or injury.

8. The licensee shall not cut or injure any tree on unoccupied and unreserved land without the permission in writing of the Deputy Commissioner.

9. This license shall not be assigned nor any right or interest hereunder transferred.

10. The licensee may with the permission of the Deputy Commissioner remove any minerals found by him in or upon the said land in the course of his exploring operations under this license in reasonable quantities for the purpose of sampling or testing but not for the purpose of sale without the sanction of Government.

11. The licensee shall, within ten days of the discovery by him, his servants, workmen or agents, of any and all precious stone or stones upon the said lands, report the discovery to the Secretary to Government in the Geological Department and shall produce the stones when called upon to do so and shall pay to Government by way of Royalty fifteen per cent of the value of the stones so found.

12. This license shall not confer upon the licensee any exclusive or preferential rights of any kind and, if there be any breach by the licensee of the terms of this license, Government may forthwith cancel this license and thereupon all rights conferred thereby or enjoyed hereunder shall absolutely cease and determine.

SCHEDULE.

Lands comprised in this license.

By Order,

Secretary to Government
Geological Department.

Form No 1

No.

Government of His Highness the Maharaja of Mysore.

Department of Mines and Geology.
~~Geological Department.~~

EXPLORING LICENSE.

(Under the Rules published with Notification No. ~~800,~~ dated ~~29th October 1910.~~)

Exploring License granted this day of

19 by the Government of His Highness the Maharaja of Mysore, to

hereinafter called the licensee.

Whereas the licensee has applied in accordance with the rules published under Notification (~~Geological~~ General) No. ~~800~~, dated ~~29th October 1910,~~ for a license to explore for minerals in the area described in the Schedule hereto and has paid the prescribed fee of Rs. 10:—

1. The Government of His Highness the Maharaja of Mysore hereby grant to the Licensee, subject to the restrictions, conditions and provisos hereinafter contained, license and liberty to enter upon the lands within the area aforesaid and to explore and search the surface of the same for minerals, stones or rocks for a period of one year from the date hereof and subject to the restrictions hereinafter contained or such other restrictions as the Government may from time to time impose, to remove any specimens or samples thereof found by the licensee upon the said lands during the term of the license.

2. This license does not authorize the licensee to enter upon or commence exploring in any State Forest or land under special protection included in the land described in the schedule hereto, without obtaining the sanction in writing of the District Forest Officer, upon such conditions as that officer may under any general or special order of Government prescribe.

3. This license is subject to any vested interests and to any rights and liberties which have been granted by Government in the said area, or in the minerals, stones or rocks therein contained, ~~prior to the date of the grant of this license.~~ or which may be granted at any time during the currency of the license

4. This license shall not authorize the licensee to mine or quarry within the boundaries of the land specified in the schedule, but the licensee shall be at liberty to turn up the surface and to dig trenches and sink pits to such depth and subject to such conditions as the Deputy Commissioner may authorize.

5. In the course of exploring operations, no occupied or private lands shall be entered upon or disfigured except under agreement with the occupant or owner thereof.

6. The licensee shall abstain from all interference with the free use of any tanks, water-courses, sacred groves, burial grounds, village sites for houses, or grazing lands which may now exist in the said area, and in no way obstruct any road, path or by-way of any kind whatsoever in the said area, and will not do anything which may directly or indirectly injure in any way any occupied lands or villages or houses or other private property whether in the said area or adjoining thereto.

7. The licensee shall make and pay reasonable satisfaction and compensation for all injury which may be done by him in exercise of the powers granted by the license and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage or injury.

8. The licensee shall not cut or injure any tree on unoccupied and unreserved land without the permission in writing of the Deputy Commissioner.

9. This license shall not be assigned nor any right or interest hereunder transferred.

10. The licensee may with the permission of the Deputy Commissioner remove any minerals found by him in or upon the said land in the course of his exploring operations under this license in reasonable quantities for the purpose of sampling or testing but not for the purpose of sale without the sanction of Government.

11. The licensee shall, within ten days of the discovery by him, his servants, workmen or agents, of any and all precious stone or stones upon the said lands, report the discovery to ~~the Secretary to Government in the Geological Department~~ the Director, Dept. of Mines and Geology and shall produce the stones when called upon to do so and shall pay to Government by way of royalty fifteen per cent of the value of the stones so found.

12. This license shall not confer upon the licensee any exclusive or preferential rights of any kind and, if there be any breach by the licensee of the terms of this license, Government may forthwith cancel this license and thereupon all rights conferred thereby or enjoyed hereunder shall absolutely cease and determine.

SCHEDULE.

Lands comprised in this license.

By Order,

~~Secretary to Government,~~
~~Geological Department.~~
Director, Dept. of Mines & Geology.

Form No 2

APPLICATION FOR A PROSPECTING LICENSE.

Dated the *of* *19*

To

THE ~~SECRETARY TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE~~, Director, Department of Mines & Geology, ~~GEOLOGICAL DEPARTMENT.~~

SIR,

I have the honor to request that a prospecting license under the rules contained in Notification (~~Geological~~ General) No. ~~800~~, dated ~~29th October 1910~~, may be granted to.....

....over the area containing.....

square miles marked on the enclosed extract from the Topographical Survey map of Mysore.

The area over which prospecting rights are applied for comprises land belonging to the villages, the names of which with the Taluk and District to which each belongs, are set out in schedule A hereto.

The minerals in respect of which prospecting rights are applied for are stated in schedule B hereto.

I enclose (receipt from the..... .....Treasury) (crossed cheque on the Bangalore Branch of the Bank of Madras payable to the order of the ~~Secretary to the Government of Mysore in the Geological Department~~ Director, Department of Mines and Geology) for Rs.....being the fee payable in respect of this application at the rate of Rs. 10 per square mile or a portion of a square mile of the area applied for.

I have the honor to be,
Sir,
Your obedient servant,

Name and address of applicant.....
(Write legibly)

SCHEDULE A.

Village.	Taluk.	District.

* State after the name of village, if whole or part only.

SCHEDULE B.

Minerals to be prospected for.

Form No 3

No.

Government of His Highness the Maharaja of Mysore.

~~Geological~~ Department, of Mines and Geology.

PROSPECTING LICENSE.

(Under the Rules published with Notification No. 800, dated 29th October 1910.)

Prospecting License granted this day of 19 , by the Government of His Highness the Maharaja of Mysore to hereinafter called the licensee, which expression shall be taken to mean the said his successors and assigns except where the context requires another or different meaning.

Whereas the licensee has applied in accordance with the rules published under Notification (~~Geol.~~) No. ~~800,~~ dated ~~29th October 1910,~~ for a license to prospect for minerals in the area described in schedule A hereto, delineated in the plan hereto annexed and containing square miles or thereabouts, and has paid the sum of Rs. being the deposit required in respect of the license together with the sum of Rs. being the rent for one year in respect of the said area :—

1. The Government of His Highness the Maharaja of Mysore hereby grant to the licensee for a period of one year from the date hereof, license and liberty to prospect for such minerals as are generally or particularly described in schedule B and to work, win, and carry away, as and for his own use any or all of the minerals aforesaid, subject to the payment of the royalties specified in schedule C hereto.

2. This license and any lease granted hereunder is subject to any vested interests and to any rights and liberties which have been granted by Government in the said area, or in the gold, minerals, stones or rocks therein contained, prior to the date of the grant hereof.

3. The licensee shall forthwith thoroughly and vigorously prospect and examine the said area, and make, dig and carry out all necessary trenches, pits and other works as are necessary or proper for the efficient prospecting thereof.

4. All operations under this license shall be conducted under such supervision and in accordance with such regulations as the Government may, from time to time, prescribe.

5. The licensee shall, within six months next after the determination of the license or the date of the abandonment of the undertaking, whichever shall first occur, securely plug any bores and fill up or fence any holes or excavations that he may have made in the land, to such extent as the Deputy Commissioner may require, and shall to the like extent restore the

surface of the land and all buildings thereon which he may have damaged in the course of prospecting; provided that this clause shall not apply to any land held under a mining lease.

6. The licensee shall keep proper accounts and plans and furnish to the ~~Government~~ Director, Dept. of Mines & Geology, full and correct information as to all minerals, stones and rocks found or mined and raised in the course of operations under this license and as to the treatment, preparation and disposal of the same.

7. The licensee shall afford any other information in connection with the said area and the works carried on there, and furnish any samples which the Government may ask for. The licensee shall give every facility to the Government in inspecting the work carried on in the said area and in taking samples of minerals, stones, and rocks found, mined, raised or being in or on the same area and any products obtained or prepared therefrom. The Government will pay a fair price for any samples of intrinsic value.

8. In the course of prospecting operations no occupied or private lands shall be entered upon or disfigured except under agreement in writing with the occupant or owner thereof.

9. The licensee shall not enter upon or commence prospecting in any State Forest or land under special protection comprised in the said area, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. R. 10777—Ft. 81-08-6, dated 21st June 1909.

10. The licensee shall abstain from all interference with the free use of any tanks, water courses, sacred groves, burial grounds, village sites for houses or grazing lands, which may now exist in the said area, and in no way obstruct any road, path or by-way of any kind whatsoever in the said area, and will not do anything which may directly or indirectly injure in any way any occupied lands or villages, houses or other private property whether in the said area or adjoining thereto.

11. The licensee shall make and pay reasonable satisfaction and compensation for all injury which may be done by him in exercise of the powers granted by the license and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage or injury.

12. The licensee shall not without the permission in writing of the Deputy Commissioner cut or injure any trees or timber on unoccupied and unreserved lands other than brushwood or undergrowth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted.

13. This license shall not be assigned, nor any right or interest hereunder transferred without the consent in writing of the Government.

14. If prospecting work is not commenced within six calendar months from the date hereof and carried on to the reasonable satisfaction of Government, or if there shall be any other breach by the licensee of any provision in this license contained, the license may be summarily revoked by Government and thereupon all rights conferred hereby or enjoyed hereunder shall cease.

15. The licensee shall be at liberty at any time during the term of this license to select for mining purposes a block of land not exceeding one square mile in area and not more than one mile from end to end in any direction within the area to which this license applies and shall be entitled to the grant of a mining lease in respect of the block so selected in accordance with the Rules for the grant of mining leases published under Notification No. ~~800~~, dated ~~20th October 1910~~. Provided that the total area held by a licensee under mining leases shall not exceed ten square miles. When such mining lease has been granted to the licensee, this license shall immediately cease and determine.

16. Whenever a bona fide application is received for the grant for purposes of cultivation of any assessed unoccupied land comprised in the area covered by this license, the licensee will be given the option of keeping the land for his benefit if he pays the assessment on the land for the year for which the license is granted and if at the end of that year the licensee wishes further to retain the land he will be permitted to do so on payment of such price for the occupancy as may be demanded from him in addition to the assessment. Otherwise, the land will be disposed of under the ordinary darkhast rules

SCHEDULE A.

Lands comprised in this license.

District	Taluk	Village
		Parts of :—

The block is outlined on the plan annexed hereto.

SCHEDULE B.

Minerals to be prospected for :—

SCHEDULE C.

Rate of Royalty	Time of payment.

By Order

Director
Secretary to Government,
Dept. of Mines and Geology,
Geological Department.

Form No 4

APPLICATION FOR A MINING LEASE.

Dated the *of* *19*

To

THE ~~SECRETARY TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,~~ Director Department of Mines & Geology. ~~GEOLOGICAL DEPARTMENT.~~

SIR,

I have the honor to apply for the grant of a mining lease to..... ..... under the rules contained in Notification (~~Geol.~~) No. ~~800,~~ dated ~~29th October 1910~~, over the block of land containing.....acres marked on the enclosed extract from the Topographical Survey map of Mysore.

The block applied for comprises lands belonging to the villages, the names of which with the Taluk and District to which each belongs, are set out in Schedule A hereto.

I enclose (receipt from the.....Treasury) (crossed cheque on the Bangalore Branch of the Bank of Madras, payable to the order of the ~~Secretary to the Government of Mysore in the Geological Department~~ Director Department of Mines and Geology) for Rs. 100, the fee required in respect of this application.

The minerals in respect of which the lease is applied for are stated in schedule B hereto.

I have the honor to be,
Sir,
Your obedient servant,

Name and address of applicant.....
(Write legibly)

SCHEDULE A.

Village.* Taluk. District.

State after the name of village, if whole or part only.

SCHEDULE B.

Minerals in respect of which the application is made.

Form No 5

65

No.

Government of His Highness the Maharaja of Mysore,

~~Geological~~ Department of Mines and Geology.

MINING LEASE.

(Under the Rules published with Notification No. ~~800,~~ dated ~~29th October 1910~~.)

THIS INDENTURE made the of 1

Parties.

BETWEEN *the Government of His Highness the Maharaja of Mysore* (hereinafter called "the lessors," which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore, their successors and assigns, except where the context requires another or different meaning) of the one part AND

(hereinafter called "the lessee," which expression shall be taken to mean and include the said

his heirs, executors, administrators, representatives and assigns except where the context requires another or different meaning) of the other part :—

2. WHEREAS the lessors at the request of the lessee and in consideration of a deposit of Rs. 1,000 made by the lessee as security for the due fulfilment of the covenants and agreements on the lessee's part hereinafter contained and which deposit shall be forfeited on any failure thereof, have agreed to grant the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate at

Deposit and agreement to grant lease.

Situation of block leased.

in the Taluk of

in the District of

in the Mysore Territories estimated to comprise

and particularly mentioned and described in Schedule A hereto annexed and which piece of land is hereinafter called the "mining block ;"

3. NOW THIS INDENTURE WITNESSETH that in consideration of the royalties, rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the lessee hereinafter contained, the lessors do hereby *demise* and *grant* unto the lessee *exclusive license* and liberty to search for, mine and raise all such minerals occurring in or upon the mining block as are specifically mentioned and described in schedule B hereto annexed (hereinafter collectively referred to as "specified minerals") and to treat the same by metallurgical and other processes and obtain or prepare therefrom valuable products or substances either in a finished, completed and refined state (and then hereinafter referred to as "finished products") or in an intermediate condition (and then hereinafter referred to as "intermediate products") and to erect such buildings, (tramways, ropeways, mining or metallurgical plant and carry on such operations as may be necessary for the purposes aforesaid ;

Witnesseth.

Exclusive mining rights.

4. TOGETHER with liberty for the lessee to remove, sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom;

Together with liberty for lessee to sell mining produce.

5. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the lessee, for the term of *thirty years* from the date of these presents;

Habendum to lessee for term of thirty years.

6. YIELDING AND PAYING therefor during the said term an annual surface rent at the rate of one rupee per acre of the mining block, which rent shall be payable for each calendar year or portion thereof on or before the 31st day of December. Provided that for any portion of a year not exceeding six months only half the annual rent shall be payable;

Annual surface rent on mining block.

7. AND YIELDING AND PAYING on or before the 31st day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same;

Local cesses, taxes or rates.

8. AND YIELDING AND PAYING within the times set forth in the covenant by the lessee in this behalf hereinafter contained a royalty at the rates set forth in schedule C hereto annexed on all minerals removed from the mining block or on all intermediate or finished products obtained or prepared therefrom without any deduction for the cost of the processes employed; provided that the annual surface rent shall be counted towards the royalty payable for each calendar year and only such amount of royalty as may be in excess of the surface rent shall be levied.

Royalties.

9. AND YIELDING AND PAYING such dead rent not exceeding a rate of rupees five per annum per acre of the whole or of any portion of the mining block as the lessors may, in the event of their being not satisfied with the operations conducted under the lease or with the results thereof, decide to levy for any particular years of the said term after the expiration of the first two years of it, provided that both royalty and dead rent shall not be paid by the lessee but only such one of them as may be of the greater amount;

A dead rent.

And it is hereby declared that the expression "the liabilities under this lease" shall hereafter include all the cesses, taxes, rates, royalties, rents, compensation, indemnities and other payments in this lease reserved and made payable by the lessee;

10. AND THE LESSEE HEREBY COVENANTS WITH THE LESSORS THAT THE LESSEE WILL, within the space of one year from the commencement of this lease, start mining operations throughout the mining block to the reasonable satisfaction of the lessors;

Covenants by lessee.
To start mining operations within one year.

11. AND WILL, at all times during the said term of the lease, in the best and most effectual manner and without intermission, except when prevented by inevitable accident, search for and mine and raise all specified minerals on or in the mining block and obtain or prepare therefrom intermediate or finished products of a saleable nature;

To prosecute operations without intermission.

12. AND WILL, throughout the said term, keep all mines, buildings, pits, shafts, ladders, plats, sollars, timber, ropes, water-courses, air-gates, engines, machines, and other mining and metallurgical plant on or in the mining block in good repair, working order and condition;

To keep all mines, buildings, machinery, etc., in good order.

~~13. AND WILL, within two years from the date of this lease, provide, by the formation of a working company or otherwise, a sum (which shall not be less than) sufficient for efficiently carrying on mining operations upon the mining block and will also, within the same period furnish the lessors with a statement showing the amount so provided and the manner in which it is to be made available; but the lessors may at their discretion and if satisfied with the work done by the lessee extend the time allowed for the provision of such sum beyond the period of two years herein specified~~;

To raise sufficient working capital within two years.

13. ~~14.~~ AND WILL, if required and before the sale thereof, deliver to or permit to be taken by the lessors, or their agents, a sample or samples of all minerals found or mined and raised and all intermediate and finished products sold or intended for sale, all such samples so taken when of intrinsic value being paid for by the lessors at the current market rate;

To deliver to, or permit to be taken by, lessors samples of minerals and products.

14. ~~15.~~ AND WILL, immediately after any sale of minerals or intermediate or finished products, give to the lessors or their agents a return of the prices for which the same, respectively, have been sold and, if required, the names of the purchasers thereof;

To make return of prices to lessors.

15. ~~16.~~ AND WILL, within the times specified in schedule C, pay to the lessors the royalties hereinbefore and in schedule C hereto provided;

To pay royalties within specified times.

16. ~~17.~~ AND WILL pay all other liabilities under this lease as and when they respectively become payable;

To pay other liabilities under lease.

17. ~~18.~~ AND WILL afford to the lessors every information concerning the mines and buildings and mining and metallurgical plant in or on the mining block, the mode in which operations are carried on, the minerals found or mined and raised on or in the mining block, the intermediate or finished products obtained or prepared therefrom, the persons employed by the lessee, and all other information connected with the mining block or the provisions of this lease as the lessors may require;

To afford every information connected with the mining block or the provisions of this lease.

18. ~~19.~~ AND WILL furnish, in such manner and to such persons as the lessors may from time to time direct, samples of all stones and rocks met with on or in the mining block with full details as to the locality and mode in which the same respectively were discovered and the dates of discovery;

To furnish samples of rocks, etc., met with in the mining block, with details as to mode of occurrence, etc.

19. ~~20.~~ AND WILL NOT assign or under-let or part with the possession of all or any of the rights, liberties, licenses and premises by these presents demised and granted, or any interest or share therein without the consent, in writing, previously obtained, of the lessors;

Not to assign without previous consent of lessors.

20 ~~21.~~ AND WILL deliver to the lessors a copy of every assignment or under-lease of all or any of the rights, liberties, licenses and premises by these presents demised and granted or any interest or share therein within three calendar months after the date of the execution of such assignment or under-lease;

To deliver to lessors copies of all assignments.

21. ~~22.~~ AND WILL, throughout the said term, make and keep in some convenient place on the mining block and so that the lessors or their agents can have, at all times, free access thereto, proper books of accounts in such form as the lessors may approve, giving full and accurate particulars of the working and yield of all mines and mining and metallurgical plant in or on the mining block and the costs thereof and of the disposal of the minerals and intermediate and finished products found, mined, raised, obtained or prepared on, in or from the mining block with all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such finished products and the finished products which can be obtained or prepared from such minerals and intermediate products and also correct maps, plans and sections of the mining block and of the mines and mining and metallurgical plant therein or thereon upon such scale or scales and in such manner as the lessors may from time to time direct showing as well the pits, shafts, drives, cross-cuts, winzes, rises, stopes and other excavations, operations and works which have been carried on, as also all beds and veins and all faults and other disturbances which have been observed and encountered therein;

To keep proper books of accounts, plans, etc.

22. 28. AND WILL, at his own cost, when required by the lessors or their agents, give to them copies of all or any entries in the said books and of every such map, plan and section as aforesaid;

To give copies thereof.

23. 24. AND WILL, at his own cost, when required by the lessors or their agents, furnish to them true and correct abstracts of all or any such accounts as aforesaid;

To furnish abstracts thereof.

24. 25. AND WILL, at all reasonable times, allow such officers and persons as the lessors may in that behalf appoint to enter into and have free access to the place or places where the said books, maps, plans and sections may be kept in order to examine and inspect them, take copies thereof and make extracts therefrom;

To allow free access to places where such books, plans, etc., may be kept.

25. 26. AND WILL, at the end or sooner determination of the said term, give up to the lessors the said books, maps, plans and sections in good and perfect condition;

To give up to lessors books and plans at end of term.

26 27. AND WILL, at his own expense, forthwith erect and at all times maintain and keep in repair such boundary marks and pillars as the lessors may require;

To erect boundary marks.

27 28. AND WILL, well and properly secure and keep open with timber or other durable means all pits and shafts to be sunk or made in the mining block and make and maintain sufficient fences round every such pit or shaft;

To secure pits and shafts.

28. 29. AND WILL NOT, until the license, in writing, of the lessors or their agents be obtained, wilfully close, fill up or choke any mine or shaft;

Not to fill up shafts or mines.

29 30. AND WILL, throughout the said term, duly enforce in every part of the mining block such sanitary rules for the health and well-being of all persons employed by the lessee or who may be on the mining block or in its neighbourhood, as the lessors may, from time to time, prescribe;

To enforce sanitary rules.

30 31. AND WILL, at any time or times when required by the lessors so to do, set apart and appropriate for free use by the lessors such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for sites for villages, tanks, wells and other works for water-power or water-supply, hospitals, sanitary works, Government offices, Police stations and other buildings or works of public utility which are in the opinion of the lessors desirable or required for or in connection with the persons employed by the lessee or in work under or in connection with any contract made by the lessee or who are engaged in supplying the wants of those so employed and the families and dependants of such persons or in connection with the inspection of the mines or the prevention of crime; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for monies expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon;

To set apart land for public purposes.

31. 32. AND WILL permit the lessors and their agents, servants and workmen, throughout the said term, to enter upon any part of the mining block above or below ground and inspect and examine the state and condition thereof and of the mines and buildings and mining and metallurgical plant therein or thereon and the mode in which operations are carried on and will further, with proper persons employed by the lessee, and acquainted with mining and metallurgical operations and with the engines, machinery and apparatus and other mining and metallurgical plant upon or within the mining block, effectually assist in the conduct of every such inspection and examination, affording all information required therefor;

To permit lessors to inspect mines, etc.

32. ~~33.~~ AND WILL from time to time, and at all times during the said term hereby granted conform to and observe all orders and regulations which the lessors, or their agents, duly authorized in this behalf may, from time to time, see fit to issue and prescribe for the proper carrying on of all mining work and other operations within the mining block or for the preservation and security of any railway, reservoir, tank, canal or other public works or buildings or in the interests of the health, well-being and safety of persons employed by the lessee or who may be on the mining block or in its neighbourhood, and also will without delay send to such officers as may be named for this purpose by the lessors, a report of any accident which may at any time occur in connection with any mining or metallurgical operations in or on the mining block;

To conform to mining regulations and report accidents.

33. ~~34.~~ AND WILL in the exercise of the license and liberties hereby granted, abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant, holder or tenant of such land, by an instrument, in writing, duly registered, and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease, will duly compensate the occupant, holder or tenant thereof, for all such damage or injury;

To abstain from entering occupied land and compensate for injury to surface.

34. ~~35.~~ AND WILL keep open and in no way obstruct any road, path or by-way of any kind whatsoever now existing or which may hereafter be made on the mining block;

Not to obstruct roads, etc.

35. ~~36.~~ AND WILL permit the lessors or other persons authorized by them in that behalf to enter into and upon the mining block and to make upon, over or through the same such roads, tramways and railways as may in the opinion of the lessors be necessary or expedient for any purposes and to obtain from and out of the lands such stone, earth and other materials as may be necessary or requisite for making, repairing or maintaining such roads, tramways and railways and to pass and to re-pass at all times over and along such roads, tramways and railways for all purposes and as occasion shall require; and will when required by the lessors so to do set apart and appropriate for free use by the lessors or other persons authorized by them in that behalf such lands forming part of the surface of the mining block as are in the opinion of the lessors suitable and sufficient for the objects above mentioned; but the lessors will so far as is compatible with the objects aforesaid select the land to be so set apart and appropriated in such manner as not to interfere with the mining operations of the lessee, and will from time to time pay to the lessee such sums of money as will reasonably indemnify the lessee for monies expended in buying surface rights over any of the lands so set apart and appropriated and the cost of removal of any works carried on thereon;

To permit lessors to make roads, tramways, railways, etc.

36. ~~37.~~ AND WILL abstain from all interference with and allow to the public and the lessors the free use of any tanks, water-courses, places of worship, sacred groves, burial grounds or village sites for houses, which may now exist or may hereafter be set apart or appropriated as hereinbefore provided on the mining block;

To allow free use of tanks, water-courses, etc., to the public and the lessors.

37. ~~38.~~ AND WILL NOT cultivate any of the lands comprised within the mining block or in any way use the said lands save for the purposes of the rights, licenses and liberties hereby granted;

Not to use the land for other purposes.

38. ~~39.~~ AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the District, cut down or injure any trees or timber on unoccupied and unreserved lands other than brushwood or under-growth which may require to be cleared away as interfering with the due exercise of the rights, licenses and liberties hereby granted;

Not to cut trees, etc.

39. ~~40.~~ AND WILL NOT enter upon or commence any mining operations in any State Forest or land under special protection comprised in the mining block, except in accordance with the rules for the conduct of prospecting and mining operations published under Government Notification No. R. 10777—Ft. 81-08-6, dated 21st June 1909;

Not to enter upon or commence operations in State Forests, etc.

40 ~~41.~~ AND WILL NOT, so far as may be consistent with the due exercise of the rights, licenses and liberties granted under this lease, interfere with or hinder the enjoyment of grazing rights lawfully granted by the lessors to village communities or to individuals in any part of the mining block;

Not to interfere with grazing rights.

41 ~~42.~~ AND WILL, from time to time, and at all times hereafter, effectually keep indemnified the lessors from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising directly or indirectly in carrying on mining or metallurgical operations on the mining block or otherwise in the exercise of the rights, licenses and liberties hereby granted;

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

42 ~~43.~~ AND WILL NOT, without the express sanction of the Deputy Commissioner for the time being of the district, and then subject to the provisions for compensation and indemnity herein contained, use, collect or impound water in or on the mining block in such a manner as to injure or deteriorate any source of water power or supply or so as to deprive any adjoining land, villages, houses or watering places for cattle of a reasonable quantity of water as heretofore accustomed and will not in any manner foul, impregnate or otherwise deteriorate any springs or streams of water so as to render them unfit to be used as heretofore, and will not in any other way do anything to injure adjoining lands, villages or houses;

To respect water right and not injure adjoining property.

43 ~~44.~~ AND WILL, at the expiration or sooner determination of the said term, deliver to the lessors in good order, repair and condition and fit for future working and use, and in all respects in such state and condition as shall be consistent with the due performance and observance of the several covenants and agreements by the lessee herein contained the mining block and all mines and buildings and all pits, shafts, ladders, plats, sollars, timber, ropes, water-courses, air-gates, engines, machines, and other mining and metallurgical plant below and above ground which are, in the nature of fixtures, necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals, except any pits, shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises, but so that the lessors shall pay to the lessee a fair price for all engines and machinery of any description in or on the mining block, based on the amount the same could be sold for on the mining block if the lessee had power to authorize the purchasers to remove them, unless the lessors shall have given notice in writing to the lessee that they the lessors do not intend to take over any of such buildings, engines and machinery, plant and other things, in which case the lessee shall be at liberty to remove the same, but without injuring any other property in or on the mining block;

To deliver to lessors mines, buildings, etc., on expiration of term.

44 ~~45.~~ AND WILL, at all times, have at the mining block a duly accredited Superintendent or Agent to whom all notices may be given and all communications from the lessors may be made, the lessors being at liberty, should there at any time be no such agent on the mining block, to treat any other person there as such agent and to serve all notices and other documents upon the said agent or in his absence upon any such other person as aforesaid or in the case of there being no such other person as aforesaid, then by affixing such notices or other documents upon some conspicuous portion of the mining block;

To have an Agent on the mining block.

45. ~~46.~~ AND WILL, at all times, keep the lessors duly informed of the name and address of the Superintendent or Agent aforesaid and of any temporary or permanent alteration of such name or address;

46. ~~47.~~ PROVIDED ALWAYS that, if and whenever any part of the liabilities under this lease shall be in arrear for the space of sixty days after the expiration of the time prescribed by these presents for payment thereof, the lessors shall be at liberty to seize all minerals and intermediate and finished products in or about the mines or pits opened, worked or carried on by the lessee in the mining block, and any engines, machinery or other property found in the mining block and the lessors may sell or otherwise dispose of and deal with the property thus seized and from the monies produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale;

Distraint for liabilities under lease.

47. ~~48.~~ PROVIDED ALSO, and these presents are upon this express condition, that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months next after any of the days whereon the same ought to be paid as herein provided, whether the same have been legally demanded or not, or if the lessee, or the lessee's workmen shall cause any obstruction or annoyance to the officers of the lessors or to the people of the country or if the lessee shall cease to carry on the regular working of the mines or shall refuse to afford information to the lessors, ~~or shall fail to provide within two years of the date of these presents a sum (which shall not be less than.....) sufficient for efficiently carrying on mining operations upon the mining block~~ or if there shall be any other breach of any of the covenants and agreements herein contained and on the part of the lessee to be performed and observed, then and in any such case it shall be lawful for the lessors or their agents duly empowered in that behalf, although they may not have taken advantage of some previous default of a like nature, to re-enter upon any part of the mining block or of the mines, buildings or mining or metallurgical plant or other operations or works in or on the mining block in the name of the whole and thereupon the said term of the thirty years shall absolutely determine and the said deposit of Rs. 1,000 hereinbefore referred to shall be retained by the lessors as and for their own property;

Re-entry on non-payment of liabilities under lease or on breach of covenant.

48. ~~49.~~ PROVIDED ALSO, and it is hereby agreed and declared, that if the lessee shall be desirous of determining the said term of thirty years hereby granted at the expiration of any year of the said term and of such desire shall give to the lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of such year, then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine;

Determining the lease at the option of the lessee at the end of any year.

49. ~~50.~~ PROVIDED ALSO, and it is hereby agreed and declared, that if the said term of thirty years hereby granted shall not, prior to the termination thereof by lapse of time, have been determined under the provisions hereinbefore contained, and if the lessee shall be desirous of obtaining a renewed lease of the licenses, rights and liberties hereby granted for a further term of thirty years from the expiration of the term hereby granted and of such desire shall give to the lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be performed and observed up to the expiration of the term hereby granted, then and in such case the lessors will, upon the request and at the expense of the lessee, execute and deliver to the lessee a renewed lease of the said premises for a further term of thirty years in such form and subject to such royalty and other payments and such covenants, agreements and conditions, as the lessors may prescribe.

Renewal of lease.

50. 51. PROVIDED ALSO that should any question or dispute arise regarding the lease or any matter or thing connected with the mines and minerals leased or the working or non-working thereof, or the amount or payment of the royalty or rent reserved or made payable by the lessee, the matter in difference shall be decided by the Government of His Highness the Maharaja of Mysore whose decision thereon shall be final.

IN WITNESS WHEREOF the Dewan of Mysore, acting for and on behalf of the lessors, and the lessee have hereunto set their respective hands and seals.

Signed, sealed and delivered by the abovenamed

in the presence of

Signed, sealed and delivered by the abovenamed

in the presence of

SCHEDULE A.

Boundaries and Area of the land comprised within the Mining Block.

SCHEDULE B.

"Specified minerals."

SCHEDULE C.

Rate of Royalty. Time of payment.

Dewan of Mysore.

Department of Mines and Geology.
~~Mysore Geological Department.~~

Mining Lease

No.....

Name of Block :—

Specified Minerals :—

Name of Lessee :—

Date of Grant :—

GPB—200—21-3-11

Geol. 5-16-5

W. D—974—GPE—2,000—8-11-15

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

GENERAL AND REVENUE SECRETARIAT.

Dated Bangalore, the ~~14 February~~ 12 May *191* 6

No. G 15`407/ae

NOTIFICATION.

In supersession of Government Notification (Geological) No 800 dated 29th October 1910 the Government of His -- Highness the Maharaja of Mysore are pleased to prescribe the following rules for the grant of Exploring and Prospecting Licenses and Mining Leases in the State.

2. The revised rules will come into force from this date.

Rules
(Enter as per copy attached)

22/2/16

P.T.O

1/5

71

G. R. S. 26]

Gad File No. 5-15.
Serial No. 6

Diary No. of letter replied to .....

No. G 15408

General and Revenue Secretariat
( )
, *the* 191

To

The Compiler, Mysore Gazette.

Date of issue 12th May 1916

Signed by M B L Rao

In forwarding herewith Notification No. G 15407/Gad 5-15-5 dt 12-5-16 prescribing rules for the grant of Exploring and Prospecting Licenses & Mining Leases in the State, I have the honor to request that a final proof ~~to be so good as to send the~~ of the ~~the director, dept of mines and Geology~~ for approval before finally striking off copies.

By order.

For Secy to Govt.
Gl Dept.

of the revised rules may be kindly sent to this Office for appln.

P. T. over.

SUBJECT.

Memo.

Copy of the above is forwarded to the Director, Dept of Mines & Geology for information.

B. O.

For Secy to Govt.

List of enclosures

Copied by

Examined by

GPB—20,00—10-10-14

4

S.O 2 copies

Geol 5-15-7

95

Proceedings of the Government of H. H. the Maharaja of Mysore.

Read--

Correspondence ending with letter No.624 dated 17th September 1915 from the Director, Department of Mines and Geology regarding the necessity for certain -- changes in the Rules for the grant of mineral licenses and ~~licences~~ leases published with Notification (Geological) No.800, dated 29th October 1910.

Order No. G 15-409
Dated, 12 4' may 1916.

The alterations proposed are mostly verbal in character and necessitated by the transfer of the Secretariat functions from the Department of Mines and Geology to the General and Revenue Secretariat ~~had~~ and the delegation of certain powers to the Director in respect of the receipt and disposal of applications for licenses and leases for minerals.

2. The only two independent changes proposed are the insertion of the words "tramways and ropeways" in clause 3 of the form of mining lease // and the omission of the clause 13 ~~prescribing~~ prescribing a minimum working capital for mining companies. It is urged that the first ~~alternative~~ alternatives is necessary to render it clear that the expression "mining plant" includes

1 28/7

G. R. S. 26]

Geol File No. 5-15
Serial No. 8

Diary No. of letter replied to .....

No. G. 1207
Miscl

General and Revenue Secretariat
( )
, *the* 191 .

To

The Director, Dept of Mines & Geology

Sir,

Date of issue 25.7.15

Signed by

I am directed to return herewith the file of papers leading to the issue of the Rules of September 1887 for the grant of mining leases in Mysore received with your letter no 624 dated 17th September 15.

I have etc.

For Secy to Govt.
Gl Dept.

over.

SUBJECT.

28/7

51

G. R. S. 26]

Geol File No. 5-15
Serial No. 9

Diary No. of letter replied to .....

No. Pol 145
Enclosure

General and Revenue Secretariat
( )
, *the* 191 .

To

The A. A. Resident.

Sir,

Date of issue 7-8-14

Signed by Asst. Secy to Govt.

With reference to paragraph 3 of your office letter no 7159 dated 4th November 1909, I am directed to forward herewith, for the information of the Hon'ble the Resident in Mysore, a copy of Notification no G 15407 / Geol 5-15-5 dated 12th May 1916 issuing revised rules for the grant of Exploring and Prospecting Licenses and Mining Leases in the State.

I have etc.

for Secy to Govt.
Gl Dept.

over.

SUBJECT.

689/14

Two drafts
Three Copies.

G.R.S. 28]

S. O.

Geol File No. 5-15
Serial No. 10

Diary No. of letter replied to

Proceedings of the Government of His Highness the Maharaja of Mysore

GENERAL AND REVENUE SECRETARIAT.
( )

, the 191

P.W.D.

Date of issue 29.8.16

Signed by Mr. Gm Narasimha Rao

READ—

Letter No 1970 dy 6th March 1916 from the Director of the Dept of Mines & Geology. for orders submitting certain alterations considered desirable in the Form of Mining lease.

ORDER THEREON.—No.

Order — 2796

The first alteration suggested is that the annual Mining rent payable by the lessee

over.

SUBJECT.

GPB—50,000—1-12-12

should be set off against
the Royalty on the output
of the year - This suggestion
has been already considered
and disposed of in the negative
in Govt Pro No. G 1612g
dy 27th May 1916.

2. The next proposal is
to make clear the provision
relating to
Royalty payable as dividends
when more than one lease
is held by a lessee, viz enclosure to P.U.O
that the Royalty payable
on divisible profits shall
be calculated on the divisible
profits of each lease or on
the total divisible profits
from all the leases whichever
is more convenient. This
suggestion is approved.

3. The last proposal is enclosure to P.U.O.
to provide for the forfeiture

G. R. S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

of the fee received with an application for a mining lease when the applicant is offered the lease applied for, but fails to complete the application in other respects thereafter. The fee in such cases should be forfeited to Govt.

4. The publication in the necessary rules will be duly notified.

Secy

To The Director, Dept of Mines & Geology

GPB—20,000—7-7-14

Two drafts

G.R.S. 28] 3 + 2½

Geol File No. 5-15.

Serial No. 11

*Diary No. of letter replied to*_____

Notfn by

~~*Proceedings*~~ *of the Government of His Highness the Maharaja of Mysore*

GENERAL AND REVENUE SECRETARIAT.

( )

No g2937

~~READ~~

, *the* 191

The Govt of His Highness the Maha Raja of Mysore has pleased to direct the following additions and alterations to be made to the Rules

Date of issue 29. 8. 16

Signed by [illegible]

~~ORDER THEREON~~—No.

for the grant of Exploring & Prospecting Licenses and Mining Leases in Mysore published with Govt Notfn No G 15407 dy 12th May 1916 Geol 5-15-5 as amended by Govt Notfn No G 16 127/Geol 26-15 dy 27th May 1916.

over.

SUBJECT.

1. Add ~~a~~ the following
paras to Rule ~~34~~ 33 of 49
and ~~under~~ of the rules for
the grant of Mining Leases
(Sec. III of the Rules).

No 33(a) If the applicant
neglects to comply with
the preceding rules or fails
to pay the deposit within
the time prescribed ~~under~~
under Rule 33
~~Rule~~ or declines to
accept a lease which has
been offered to him ~~under~~
under
~~Rule~~ above Rule 33 his application
shall be cancelled & the
fee paid therewith forfeited
to Govt Except as provided
under that Rule

33. (b) If the applicant
withdraws his application
before the order of Govt
thereon has communicated
to him the fee paid therewith
under Rule 32a shall be
forfeited to Govt.

G. R. S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

2/ Add a 4th para as follows to the Schedule of Royalties — "Royalty on gold & silver"

(4) When more than one mining Lease is held by one lessee the additional royalty of 5% on divisible profits shall be calculated on the divisible profits from each lease or on the total divisible profits from all the leases whichever is more convenient.

By order

HB

R Lacy

HB

To The Compiler Mysore Gazette. —

HB/EB/8-16

Copy to Dwelling Deputy Mines & Geology to O.C.

HB

R Lacy

as per D.O. dated 20.7.16 of the Director of Mines & Geology

3/ The word "Net" at the End of the Schedule of Royalties defining the terms "Net Profits" and "Divisible profits" shall be inserted at the End of Sec (a) of Schedule of Royalties after the 4th para.

4 In Section (b) cl(2) of the Schedule of Royalties, in Chrome Manganese & magnesite ores the word "thirty" shall be altered to "ninety"

GPB—20,000—7-7-14

In Govt Order No. 16127 - Fol 26-1-17 dt 27.5.16 omit the word for a period of 2 years.

G. R. S. 26]

SUBJECT.....

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Diary No. of letter replied to.

Section Geol
File No. 5-15
Serial No. 12

General and Revenue Secretariat
( )
, *the* 191

Notifn
No. G 2914

Date of issue 30.8.16

To

Signed by Mr. Dr Narasingha Roo

In the matter
the grant of Exploring &
Prospecting Licences and
mining Leases in Mysore
issued with Notifn
No G 15207 dy 12th
Geol. 5-15-5
May 1916 as Amended
by para (1) of
Notifn No G 2937
Geol 5-15-11
dy 29th Aug 1916, the
following alterations
will be made —

(1) The sub rule under

over.

Rule 33 will be numbered
as Rule 34
(2) Rules 33 (a) & 33 (b)
will be numbered as
Rules 35 & 36 respectively
& the rules following will
be numbered consecutively
thereafter
2. All references in the
rules to the present sub
rule under 33 & 33 (a)
& 33 (b) will be read
as Rules 34, 35 & 36.

Yours

Yours

Leey

30/V

To the Compiler, Mysore Gazette

Copy to Director S.M.G.

Yours

List of enclosures.

Copied by

Examined by

Leey

GPB—20,000—14-2-14